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Carlos Victorino and
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

CARLOS VICTORINO and ADAM
TAVITIAN, individually, and on
behalf of a class of similarly situated
individuals,

Plaintiffs,

v.

FCA US LLC, a Delaware limited
liability company,

Defendant.

Case No.: **'16CV1617 GPC JLB**

**CLASS ACTION COMPLAINT
FOR:**

- (1) Violations of California's
Consumers Legal Remedies Act
- (2) Violations of Unfair Competition
Law
- (3) Breach of Implied Warranty
pursuant to Song-Beverly
Consumer Warranty Act
- (4) Breach of Implied Warranty
pursuant to the Magnuson-Moss
Warranty Act
- (5) Unjust Enrichment

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiffs Carlos Victorino and Adam Tavitian (“Plaintiffs”) bring this action for themselves and on behalf of all persons in the United States who purchased or leased any Dodge Dart vehicles¹ equipped with a Fiat C635 manual transmission (“Manual Transmission”) (collectively, “Class Vehicles”) designed, manufactured, marketed, distributed, sold, warranted and serviced by FCA US LLC, a Delaware limited liability company (“FCA” or “Defendant”).

2. This case arises out of a defect in the Class Vehicle’s manual transmissions that cause the vehicles’ clutches to fail and stick to the floor.

3. FCA designed and marketed² its Manual Transmission to be compact and lightweight with gearing optimized to increase fuel efficiency and perform quick, seamless shifts. However, Plaintiffs are informed and believe and based thereon allege that the Manual Transmission contains a design defect that causes, among other problems, the clutch pedal to lose pressure, stick to the floor, and fail to engage/disengage gears. As a result, the vehicles equipped with the Manual Transmission experience stalling, failure to accelerate, and premature failure of the transmission’s components, including, but not limited to, the clutch master cylinder and reservoir hose, clutch slave cylinder and release bearing, clutch disc, pressure plate, and flywheel (the “Transmission Defect”).

4. On information and belief, the Transmission Defect is caused by a design flaw in the clutch master cylinder wherein the internal and external seals are ineffective in preventing debris from contaminating and prematurely wearing the seals, resulting in the deprivation of hydraulic fluid to the slave cylinder and,

¹ On information and belief, these vehicles include, but are not limited to, the following Dodge vehicles: 2013-2016 Dodge Darts.

² See Chrysler Media, “All-new 2013 Dodge Dart Features a Powertrain Lineup that Includes Two Tigershark Four-cylinder Engines and a 1.4-liter MultiAir® Turbo Engine,” <http://media.chrysler.com/newsrelease.do;jsessionid=31332A75DA55E8EDD2E533D1DFC3E1FC?&id=11858&mid=1> (last visited July 21, 2014).

1 thus, causing collateral damage to the vehicle's clutch slave cylinder and release
2 bearing, clutch disc, pressure plate, and flywheel. Further, on information and
3 belief, the Transmission Defect is exacerbated by Defendant's use of a plastic
4 clutch master cylinder, which is prone to corrosion by constant exposure to
5 hydraulic fluid.

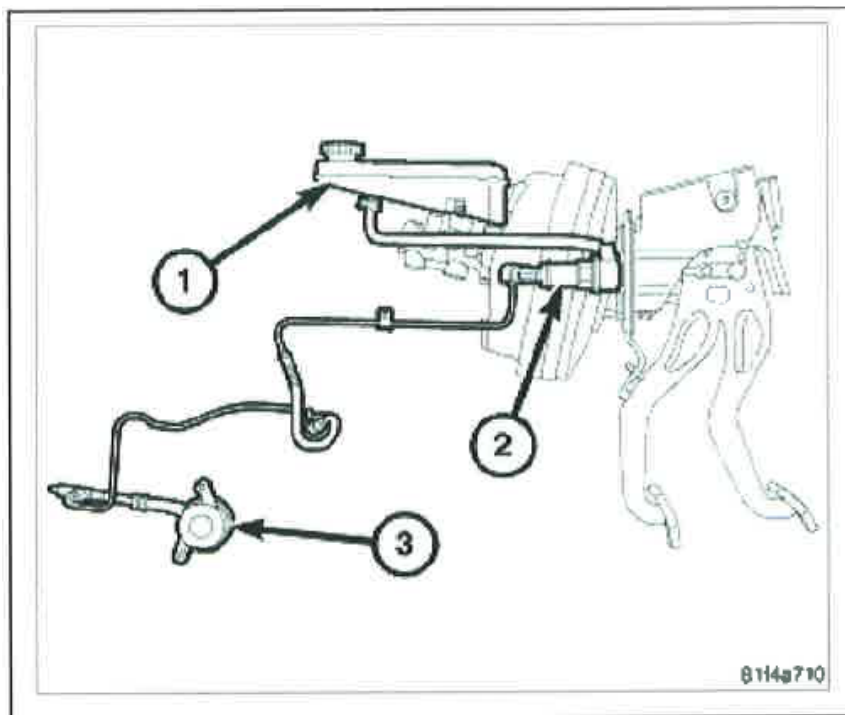
6 5. Since 2012, in an effort to address owner complaints regarding the
7 Transmission Defect, FCA has issued Technical Service Bulletins ("TSBs"),
8 customer satisfaction campaigns ("CSCs"), and STAR cases, as detailed below.
9 However, these efforts have been entirely inadequate in remedying the
10 Transmission Defect. In fact, rather than redesigning the defective components,
11 FCA has perpetuated the Transmission Defect by simply utilizing the same
12 defective components during repairs. Further, Class Vehicle owners
13 experiencing the Transmission Defect must pay for the temporary repairs, often
14 totaling over \$2,000.

15 6. Additionally, FCA refuses to pay for any repair costs associated
16 with the collateral damage caused by the Transmission Defect, including, but not
17 limited to, the recurring replacement of the clutch slave cylinder and release
18 bearing, clutch disc and pressure plate, and flywheel.

19 7. Manual transmissions use a driver-controlled clutch. By pressing
20 and releasing a foot pedal, the driver engages and disengages the engine from the
21 transmission, allowing the vehicle to travel smoothly while the driver manually
22 changes gears. When the clutch pedal is depressed, the engine and the
23 transmission are disconnected so that the engine can continue to run even while
24 the car is stationary. When the clutch pedal is released, the engine and the shaft
25 from the engine are directly connected. A properly functioning clutch pedal is
26 essential for proper vehicle operation, i.e. starting, accelerating, decelerating,
27 reversing, and parking.

28

8. The Class Vehicles are equipped with a hydraulic clutch system. This system engages and disengages the clutch using hydraulic pressure. Depressing the clutch pedal develops hydraulic pressure in the clutch master cylinder, and ultimately causes the clutch disc to release. The figure below shows a typical clutch hydraulic system, which consists of a clutch master cylinder (2), slave cylinder (3), and an interconnecting hydraulic hose. Clutch hydraulic fluid is supplied by the brake system via the brake master cylinder reservoir (1):



9. A vehicle equipped with a manual transmission should function in a manner that the driver expects, i.e. it should start, accelerate, decelerate, reverse, and park as the driver operates the clutch. However, the Manual Transmission does not function as expected and is instead plagued by numerous problems and safety concerns.

10. On information and belief, the Dodge Dart vehicles equipped with the Manual Transmission have the same or substantially identical transmissions,

1 and the Transmission Defect is the same for all Class Vehicles.

2 11. The Transmission Defect causes unsafe conditions, including, but
3 not limited to, drivers of the Class Vehicles' inability to shift gears or maneuver
4 the clutch pedal, thereby rendering the vehicle unable to accelerate and
5 decelerate, often while the vehicle is already in motion. These conditions
6 present a safety hazard because they severely affect the driver's ability to control
7 the vehicle's speed, acceleration, and deceleration. As an example, these
8 conditions make it difficult to maintain appropriate speeds, safely change lanes
9 or merge into traffic because Plaintiffs and Class Members' vehicles have lost
10 power and failed to accelerate when they attempted to change lanes and/or merge
11 onto the highway.³ These conditions also caused Plaintiffs and Class Members
12 to have difficulty safely bringing their vehicles to a stop or parking their
13 vehicles.

14 12. On information and belief, the Transmission Defect also causes
15 premature wear to the Manual Transmission and its related components, which
16 results in premature clutch system or transmission failure and requires expensive
17 repairs, including replacements of the clutch master cylinder and reservoir hose,
18 clutch slave cylinder and release bearing, clutch disc and pressure plate, and
19 flywheel.

20 13. Defendant knew or should have known that the Class Vehicles and
21

22 ³ See, for example, this 2014 Dart owner's complaint to the National
23 Highway Traffic Safety Administration ("NHTSA"): (2014 Dodge Dart
24 4/9/2015) PURCHASED A 2014 DODGE DART USED WITH A 6 SPEED.
25 THIS INCIDENT HAPPENED JUST THREE WEEKS AFTER I PURCHASED
26 IT. I NOTICED IT STARTED TO SLIP AND WHILE DRIVING DOWN THE
27 HIGHWAY I HEARD A NOISE, CAR LOST POWER AND SMOKE
28 STARTED POURING OUT FROM UNDER THE HOOD. I HAD IT TOWED
TO THE DEALERSHIP WHERE I WAS INFORMED THAT SOMETHING
FAILED IN THE CLUTCH, BLOWING A HOLE THROUGH THE
TRANSMISSION. THIS ALL HAPPENED WITHIN A MINUTE OR SO
WHILE DRIVING AT HIGHWAY SPEEDS. (Safercar.gov, *Search for Safety
Problems* (May 19, 2016), [http://www-odi.nhtsa.dot.gov/owners/Search
SafetyIssues](http://www-odi.nhtsa.dot.gov/owners/SearchSafetyIssues)).

1 the Manual Transmission contained a design defect that adversely affects the
2 drivability of the Class Vehicles and causes safety hazards, in part, because the
3 same concerns were expressed regarding the 2011-2012 models year Dodge
4 Journey that had the same Manual Transmission as the Class Vehicles.

5 14. On information and belief, Defendant's corporate officers, directors,
6 or managers knew about the Transmission Defect and failed to disclose it to
7 Plaintiffs and Class Members, at the time of sale, lease, repair, and thereafter.

8 15. In fact, on or around January 20, 2012, Chrysler issued a Service
9 Bulletin "06-001-12"⁴ for the 2011-2012 Dodge Journey vehicles equipped with
10 the Fiat C635 Manual Transmission. The Service Bulletin stated that the clutch
11 pedal was inoperative in some vehicles.

12 16. Further, in or around November 2012, FCA issued service bulletin
13 10051770-2112 informing dealers that certain 2013 Dodge Dart vehicles were
14 equipped with defective clutch slave cylinders and could cause a hydraulic fluid
15 leak, which leads to a pressure loss in the clutch system and failure of the clutch
16 pedal. FCA instructed its dealers to replace the clutch slave cylinder in the
17 affected vehicles.

18 17. Then, on or around August 15, 2014, FCA released STAR case
19 number S1406000001 to its dealers addressing an issue in Dodge Dart vehicles
20 equipped with the Manual Transmission where the "Clutch Pedal Does Not
21 Return (Remains on the Floor) After Depressing the Pedal." FCA instructed its
22 dealers to inspect the clutch pedal and replace the clutch master cylinder and
23 reservoir hose, if necessary.

24 18. Additionally, in or around January 2016, FCA extended the clutch
25 master cylinder and reservoir hose warranty period due to 2013-2015 Dodge
26

27 ⁴ The same bulletin is referred to as "2011 Dodge Journey Power Train
28 Service Bulletin 329136" and "2012 Dodge Journey Power Train Service
Bulletin 329136."

1 Dart vehicles exhibiting a “loss of clutch pedal operation including limited pedal
2 travel and limited clutch disengagement.” FCA also provided reimbursement for
3 Dodge Dart owners who experienced the clutch issues mentioned and previously
4 paid for clutch master cylinder repairs. On information and belief, the campaign
5 neither fixed the Transmission Defect nor actually reimbursed all owners
6 affected by the Transmission Defect for repairs performed on the clutch master
7 cylinder and reservoir hose.

8 19. Because FCA will not notify Class Members that the Manual
9 Transmission is defective, Plaintiffs and Class Members (as well as members of
10 the general public) remain subject to dangerous driving conditions that often
11 occur without warning.

12 20. The alleged Transmission Defect was inherent in each Dodge Dart’s
13 Manual Transmission and was present in each Dodge Dart Manual Transmission
14 at the time of sale.

15 21. FCA knew about and concealed the Transmission Defect present in
16 every Class Vehicle, along with the attendant dangerous safety and driveability
17 problems, from Plaintiffs and Class Members, at the time of sale, lease, and
18 repair and thereafter. In fact, instead of repairing the defects in the Manual
19 Transmission, FCA either refused to acknowledge their existence, or performed
20 repairs that simply masked the defects.

21 22. If Plaintiffs and Class Members knew about these defects at the time
22 of sale or lease, Plaintiffs and Class Members would not have purchased or
23 leased the Class Vehicles or would have paid less for them.

24 23. As a result of their reliance on Defendant’s omissions, owners
25 and/or lessees of the Class Vehicles suffered an ascertainable loss of money,
26 property, and/or value of their Class Vehicles, including, but not limited to, out
27 of pocket costs related to repairs to the Manual Transmission. Additionally, as a
28

1 result of the Transmission Defect, Plaintiffs and Class Members were harmed
2 and suffered actual damages in that the Class Vehicles' clutch components are
3 substantially certain to fail before their expected useful life has run.

4 THE PARTIES

5 Plaintiff Carlos Victorino

6 24. Plaintiff Carlos Victorino is a California citizen who resides in
7 Chula Vista, California.

8 25. On or about March 22, 2014, Mr. Victorino purchased a new 2014
9 Dodge Dart from San Diego Chrysler Dodge Jeep Ram ("San Diego Dodge"), an
10 authorized FCA dealer in San Diego County. Mr. Victorino's vehicle was
11 equipped with a Manual Transmission.

12 26. Mr. Victorino purchased his vehicle primarily for personal, family,
13 or household use. FCA manufactured, sold, distributed, advertised, marketed,
14 and warranted the vehicle.

15 27. Passenger safety and reliability were factors in Mr. Victorino's
16 decision to purchase his vehicle. Prior to purchasing his vehicle, Mr. Victorino
17 spent time researching the Dodge Dart on Dodge's corporate website. Based on
18 his research, Mr. Victorino believed that the Dodge Dart would be a safe and
19 reliable vehicle. Mr. Victorino also test drove his vehicle with a dealership
20 salesperson prior to purchase.

21 28. Had FCA disclosed its knowledge of the Transmission Defect
22 before he purchased his vehicle, Mr. Victorino would have seen such disclosures
23 and been aware of them. Indeed, FCA's omissions were material to Mr.
24 Victorino. Like all members of the Class, Mr. Victorino would not have
25 purchased his Class Vehicle, or would have paid less for it, had he known of the
26 Transmission Defect.

27 29. Since purchasing his Dodge Dart, Mr. Victorino experienced
28

1 symptoms of the Transmission Defect, including the clutch failing to engage
2 gears and stalling. On or around January 13, 2016, with approximately 34,351
3 miles on the odometer, Mr. Victorino brought his vehicle to San Diego Dodge
4 complaining that the vehicle's clutch frequently failed to engage gears and upon
5 shifting, would fail to accelerate. The service technician inspected the vehicle
6 and found that the clutch assembly, flywheel, and slave cylinder were overheated
7 and worn. The technician replaced the clutch assembly, flywheel, and slave
8 cylinder at a cost of \$1,165.31 to Mr. Victorino.

9 30. At all times, Mr. Victorino, like all Class Members, has driven his
10 vehicle in a foreseeable manner and in the manner in which it was intended to be
11 used.

12 **Plaintiff Adam Tavitian**

13 31. Plaintiff Adam Tavitian is a California citizen who resides in North
14 Hollywood, California.

15 32. On or around November 17, 2012, Mr. Tavitian purchased a new
16 2013 Dodge Dart from Stewart Chrysler Dodge Jeep Ram, an authorized FCA
17 dealer in San Mateo County ("Stewart Chrysler"). Mr. Tavitian's vehicle was
18 equipped with a standard Manual Transmission.

19 33. Mr. Tavitian purchased his vehicle primarily for personal, family, or
20 household use. FCA manufactured, sold, distributed, advertised, marketed, and
21 warranted the vehicle.

22 34. Passenger safety and reliability were factors in Mr. Tavitian's
23 decision to purchase his vehicle. Prior to purchasing his vehicle, Mr. Tavitian
24 spent time researching the Dodge Dart on Dodge's corporate website. Based on
25 his research, Mr. Tavitian believed that the Dodge Dart would be a safe and
26 reliable vehicle. Mr. Tavitian also test drove his vehicle with a dealership
27 salesperson prior to purchase.
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1 35. Had FCA disclosed its knowledge of the Transmission Defect
2 before he purchased his vehicle, Mr. Tavitian would have seen such disclosures
3 and been aware of them. Indeed, FCA's omissions were material to Mr.
4 Tavitian. Like all members of the Class, Mr. Tavitian would not have purchased
5 his Class Vehicle, or would have paid less for it, had he known of the
6 Transmission Defect.

7 36. On or around July 7, 2014, Mr. Tavitian took his vehicle to Rydell
8 Chrysler, complaining that the clutch pedal installed in his Dodge Dart would
9 stick in the depressed position and fail to shift gears. The service technician
10 inspected the vehicle and determined that the clutch master cylinder was leaking
11 and subsequently replaced the clutch master cylinder at a cost of \$298.33 to Mr.
12 Tavitian. In May 2016, Mr. Tavitian requested reimbursement from FCA for the
13 repair costs incurred in replacing the clutch master cylinder in response to FCA's
14 customer service campaign providing for such reimbursement. However, Mr.
15 Tavitian's claim was denied.

16 37. Despite requesting reimbursement for the clutch master cylinder
17 replacement per FCA's customer service campaign in early 2016, receiving a
18 letter from FCA informing him that his Class Vehicle was included in its CSP,
19 which extended the warranty of the clutch master cylinder and reservoir hose and
20 provided reimbursement to owners of the affected vehicles who previously
21 replaced the cylinder and/or hose, FCA denied Mr. Tavitian's claim for
22 reimbursement.

23 38. At all times, Mr. Tavitian, like all Class Members, has driven his
24 vehicle in a foreseeable manner and in the manner in which it was intended to be
25 used.

26 **Defendant**

27 39. Defendant FCA US LLC is a limited liability company organized
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1 and in existence under the laws of the State of Delaware and registered to do
2 business in the State of California. FCA US LLC's Corporate Headquarters are
3 located at 1000 Chrysler Drive, Auburn Hills, Michigan 48326. FCA US LLC
4 designs, manufactures, markets, distributes, services, repairs, sells, and leases
5 passenger vehicles, including the Class Vehicles, nationwide and in California.
6 FCA US LLC is the warrantor and distributor of the Class Vehicles in the United
7 States.

8 40. At all relevant times, Defendant was and is engaged in the business
9 of designing, manufacturing, constructing, assembling, marketing, distributing,
10 and selling automobiles and motor vehicle components in San Diego County and
11 throughout the United States of America.

12 JURISDICTION

13 41. This is a class action.

14 42. Plaintiffs and other members of the Proposed Class are citizens of
15 states different from the home state of Defendants.

16 43. On information and belief, aggregate claims of individual Class
17 Members exceed \$5,000,000.00 in value, exclusive of interest and costs.

18 44. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(d).

19 VENUE

20 45. FCA, through its business of distributing, selling, and leasing the
21 Class Vehicles, has established sufficient contacts in this district such that
22 personal jurisdiction is appropriate. Defendant is deemed to reside in this district
23 pursuant to 28 U.S.C. § 1391(a).

24 46. In addition, a substantial part of the events or omissions giving rise
25 to these claims and a substantial part of the property that is the subject of this
26 action are in this district. In addition, Plaintiff Carlos Victorino's Declaration, as
27 required under California Civil Code section 1780(d) but not pursuant to *Erie*
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1 and federal procedural rules, reflects that a substantial part of the events or
2 omissions giving rise to the claims alleged herein occurred, or a substantial part
3 of property that is the subject of this action, is situated in San Diego County,
4 California. It is attached as Exhibit 1.

5 47. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a).

6 **FACTUAL ALLEGATIONS**

7 48. Since 2012, FCA has designed, manufactured, distributed, sold, and
8 leased the Class Vehicles. FCA has sold, directly or indirectly, through dealers
9 and other retail outlets, thousands of Class Vehicles equipped with the Manual
10 Transmission in California and nationwide.

11 49. FCA designed and marketed its Manual Transmission to be compact
12 and lightweight with gearing optimized to increase fuel efficiency and perform
13 quick, seamless shifts. However, Plaintiffs are informed and believe and based
14 thereon allege that the Manual Transmission contains a design defect that causes,
15 among other problems, the clutch pedal to lose pressure, stick to the floor, and
16 fail to engage/disengage gears. As a result, the vehicles equipped with the
17 Manual Transmission experience stalling, failure to accelerate, and premature
18 failure of the transmission's components, including, but not limited to, the clutch
19 master cylinder and reservoir hose, clutch slave cylinder and release bearing,
20 clutch disc, pressure plate, and flywheel (the "Transmission Defect").

21 50. Theoretically, a vehicle equipped with a manual transmission should
22 function in a manner that the driver expects, i.e. it should start, accelerate,
23 decelerate, reverse, and park as the driver operates the clutch. In practice,
24 however, FCA's Manual Transmission is plagued by numerous problems and
25 safety concerns.

26 51. On information and belief, the Transmission Defect is caused by a
27 design flaw in the clutch master cylinder wherein the internal and external seals
28

1 are ineffective in preventing debris from contaminating and prematurely wearing
2 the seals, resulting in the deprivation of hydraulic fluid to the slave cylinder and,
3 thus, causing collateral damage to the vehicle's clutch slave cylinder and release
4 bearing, clutch disc, pressure plate, and flywheel. Further, on information and
5 belief, the Transmission Defect is exacerbated by Defendant's use of a plastic
6 clutch master cylinder, which is prone to corrosion by constant exposure to
7 hydraulic fluid.

8 52. The alleged Transmission Defect is inherent in each Dodge Dart's
9 Manual Transmission and was present in each Dodge Dart's manual transmission
10 at the time of sale.

11 53. Dating back to at least January 2012, FCA was aware of the defects
12 of the Manual Transmission. FCA, however, failed to disclose these known
13 defects to consumers. As a result of this failure, Plaintiffs and Class Members
14 have been damaged.

15 **The Transmission Defect Poses an Unreasonable Safety Hazard**

16 54. The Transmission Defect causes unsafe conditions, including, but
17 not limited to, drivers of the Class Vehicles' inability to shift gears or maneuver
18 the clutch pedal, thereby rendering the vehicle unable to accelerate and
19 decelerate, often while the vehicle is already in motion. These conditions
20 present a safety hazard because they severely affect the driver's ability to control
21 the vehicle's speed, acceleration, and deceleration. As an example, these
22 conditions make it difficult to maintain appropriate speeds, safely change lanes
23 or merge into traffic because Plaintiffs and Class Members' vehicles have lost
24 power and failed to accelerate when they attempted to change lanes and/or merge
25 onto the highway. These conditions also caused Plaintiffs and Class Members
26 to have difficulty safely bringing their vehicles to a stop or parking their
27 vehicles.

55. Hundreds of purchasers and lessees of the Class Vehicles have experienced problems with the manual transmission. Complaints filed by consumers with the National Highway Traffic Safety Administration (“NHTSA”) demonstrate that the defect is widespread and dangerous and that it manifests without warning. The complaints also indicate Defendant’s awareness of the problems with the transmission and how potentially dangerous the defective condition is for consumers. The following are some safety complaints relating to the Transmission Defect (spelling and grammar mistakes remain as found in the original) (Safercar.gov, *Search for Safety Issues* (May 25, 2016), <http://www-odi.nhtsa.dot.gov/owners/SearchSafetyIssues/>):

2013 Dodge Dart:

- a. 2/2/2013 THIS VEHICLE SHIFTS SO BAD AND THAT CARS I’VE DRIVEN THAT WERE 5 - 10 YEARS OLDER SHIFTED BETTER THAN THIS . IT DOWNSHIFTS WHILE BRAKING AND SOMETIME IT IS A VERY JERKY DOWNSHIFT .ALSO IT SLAMS/JOLTS INTO FIRST GEAR WHILE ROLLING AT ABOUT 3-5 MILES PER HOUR ONCE THE PEDAL IS PUSHED. IT ALSO IS THE WORST AT CHANGING GEARS DURING STOP AND GO DRIVING BECAUSE IT IS SO JERKY AND BOUNCY AFTER BRAKING THEN ACCELERATING AND I DON’T SEE WHY A CAR THAT IS BRAND NEW SHOULD DO THIS. AFTER TAKING IT TO THE DEALER AND HAVING THEM TELL ME TO BRAKE IT IN FIRST , I HAVE DONE SO AND HAVE 700+ MILES ON IT AND HAVE HAD THEM PERFORM TRANSMISSION FLASH UPDATES WITH NO EFFECT ON THE SHIFTING PROBLEMS. I CAN’T SEE HOW THIS TRANSMISSION(AND ALL PARTS THAT WORK TOGETHER WITH IT)WILL LAST WITH THESE SORT OF THINGS HAPPENING. ALSO IT BOGS OUT BECAUSE IT WON’T DOWNSHIFT WHEN IT SHOULD AND STAYS AT ABOUT 1300-1400 RPM’S WHEN IT SHOULD BE ABOUT 4-5000 RPM’S HIGHER . I’VE DRIVEN NEW CARS AND THE DODGE DART 2013 SE 2.0 LITER MODEL SEEMS LIKE IT WASN’T READY YET FOR THE ROAD .THE ACCELERATION IS VERY BOUNCY TOO WHEN IT SHOULD BE A STEADY ACCELERATION. *TR
- b. 3/25/2013 WHEN DRIVING DOWN THE HIGHWAY, I ATTEMPTED TO DOWNSHIFT TO CHANGE LANES. THE CLUTCH BASICALLY POPPED AND WENT TO THE FLOOR. I THEN HAD TO SWERVE IN TRAFFIC IN ORDER TO GET OFF THE HIGHWAY. I HAVE A 2013 DART SXT WITH THE 1.4L MULTIAIR ENGINE AND THE 6 SPEED TRANSMISSION. AFTER LOOKING AROUND ON THERE WEB, THIS IS

1 APPARENTLY NOT AN ISOLATED INCIDENT AND MAY
 2 ACTUALLY BE A KNOWN ISSUE WITH THE VEHICLES.
 3 CHRYSLER NEEDS TO NOT ONLY FIX THIS PROBLEM, BUT
 4 IT SHOULD BE RECALLED AS IT CAN HAPPEN AT ANY
 5 TIME. I HAVE FOUND THAT SOME VEHICLES HAVE THIS
 HAPPEN IN AS LITTLE AS THE FIRST FEW DAYS OF
 OWNERSHIP OR AS IN MY CASE, AFTER A FEW THOUSAND
 MILES. IT IS DANGEROUS. I WOULD PUT IN THE VIN, BUT
 THE CAR IS CURRENTLY AT THE DEALERSHIP AS THIS
 HAPPENED TODAY. THANK YOU. *TR

6 c. 8/8/2013 ON THREE SEPARATE OCCASIONS WHEN I AM IN
 7 TRAFFIC AND HAVE TO DO A LOT OF START/STOP THE
 8 CAR STALLS, WILL NOT GO INTO GEAR AND START
 9 SMOKING. IT SMELLS AS IF THE CLUTCH IS BURNING AND
 10 THE CAR WILL NOT GO INTO GEAR. I HAVE TO PULL OVER
 11 FOR ABOUT 30MIN TO AN HOUR TO STOP THIS FROM
 12 CONTINUING. THIS IS A BRAND NEW CAR AND I HAVE
 13 TAKEN IT TO THE DEALER AND THEY OF COURSE CANT
 14 DUPLICATE THE PROBLEM AND THE TECH IS TELLING ME
 15 THE CLUTCH IS OVERHEATING BECAUSE OF USER ERROR.
 16 I HAVE BEEN DRIVING A STICK SHIFT FOR ABOUT 15
 YEARS AND HAVE NEVER HAD ANY PROBLEMS WITH MY
 OTHER STICK SHIFTS LIKE THIS ONE. EVERYONE AROUND
 ME CAN SEE THE CAR SMOKING AND MY DAUGHTER IS
 SCARED TO DEATH TO GET BACK IN THE CAR BECAUSE
 SHE HAS EXPERIENCED THIS TWICE NOW AND SHE IS
 ONLY 4 YEARS OLD SHE THINK THE CAR IS GOING TO
 CATCH ON FIRE. I SHOULD NOT HAVE TO PULL OVER FOR
 AN HOUR EVERYTIME I AM IN TRAFFIC. I LIVE IN A CITY
 WHERE THAT IS NOT PREVENTABLE. THERE HAS GOT TO
 BE SOMETHING THAT CAN BE DONE ABOUT THIS. *TR

17 d. 8/20/2013 1. CLUTCH STARTED TO LOSE RESISTANCE
 18 COUPLE TIMES A MONTH IN TWO LAST MONTHS. NOW
 19 ALMOST EVERY DAY AFTER LONG TIME NOT USING IT. IT
 20 FREELY GOING DOWN, SOMETIMES STUCK IN THE HALF
 21 WAY OUT AND HAVE TO BE PULLED UP. 2. BRAKES
 22 STARTED LOSE RESISTANCE RECENTLY ALSO AFTER
 23 LONG TIME NOT TO BE USED (1 OR MORE HOURS)
 24 SPECIALLY IN THE MORNING. IT FREELY GOING DOWN
 25 HALF WAY PRODUCING AIR BLOW SOUND. AFTER A FEW
 26 TIMES PUSHING PEDAL DOWN AIR BLOW STOPS AND
 RESISTANCE GETS OK. BEHIND OF BRAKE PEDAL IT FEELS
 SOME KING OF LIQUID. 3. ACCELERATION AT HIGH SPEED
 TAKES LONGER TIME THEN IT WAS BEFORE AND
 REQUIRES TO SWITCH TO LOWER GEAR. (TURBO
 PROBLEM?) 4. MPG DECREASED. ON THE SAME WAY TO
 AND BACK TO WORK USUALLY IT WAS 32-33 MPG. NOW IT
 GETS 28-29 TODAY BROUGHT CAR TO DEALER. AFTER A
 WHOLE DAY OF INSPECTION NOTHING WRONG WAS
 FOUND. *TR

27 e. 9/8/2013 WHEN I GO TO SHIFT FROM 1ST TO 2ND GEAR THE
 28 CLUTCH PEDAL STAYS DEPRESSED, THIS KEEPS THE CAR

1 IN NEUTRAL AND LEAVING IT UNABLE TO DELIVER
2 POWER TO MANEUVER.

3 f. 9/12/2013 CLUTCH PEDAL DOES NOT ALWAYS COME ALL
4 THE WAY BACK UP. I HAVE TO PULL IT UP WITH MY FOOT.
5 I CAN TELL IT DOES NOT HAVE THE CLUTCH ENGAGED TO
6 BURN IT OUT. JUST A IRRITATING THING TO HAVE TO DO
7 ON A BRAND NEW CAR. TOOK IT TO THE DEALERSHIP FOR
8 ANOTHER ISSUE AND HAD THEM CHECK IT. THEY COULD
9 NOT GET IT TO STICK. AND SINCE CHRYSLERS SYSTEM
10 WAS DOWN THEY DIDN'T KNOW WHAT TO LOOK AT. THIS
11 HAPPENS AND RANDOM TIMES. THIS MORNING IT
12 HAPPENED. WHEN I WENT TO PUSH THE CLUTCH DOWN I
COULD TELL THERE WAS NO RESISTANCE FOR A FEW
INCHES. WHEN I RELEASED THE CLUTCH IT ONLY CAME
PART WAY UP AGAIN. BIGGEST FRUSTRATION IS THE
TECH'S CAN NOT PROBLEM SOLVE ANYTHING WITH OUT
A COMPUTER TELLING THEM WHAT TO DO. I MADE A FEW
SUGGESTIONS ON WHAT TO CHECK BUT THEY HAD NOT
CLUE. SINCE THIS IS THE FIRST YEAR FOR THIS CAR I DO
EXPECT BUGS IN THE SYSTEM. HOWEVER THEY SHOULD
BE PREPARED TO PROBLEM SOLVE THIS PROBLEMS. I
SHOULD NOT HAVE TO MAKE SUGGESTIONS OR PROBLEM
SOLVE IT MYSELF. *TR

13 g. 10/24/2013 PRESSED IN CLUTCH PEDAL TO START VEHICLE.
14 AFTER CAR STARTED, TRIED TO TAKE CAR OUT OF GEAR
15 BUT IT WOULDN'T BUDGE. ALSO, THE CLUTCH PEDDLE
16 WOULD NOT RELEASE, AS IT WAS STUCK TO THE FULLY
17 PRESSED POSITION. CAR BEGAN TO ROLL AS IF IT
18 STARTED TO DISENGAGE BUT THE PEDDLE WAS STILL
19 COMPLETELY PRESSED IN. I IMMEDIATELY TURNED THE
CAR OFF. I HAD TO PULL THE CLUTCH PEDDLE UP BY
HAND TO GET IT TO DISENGAGE. CALLED DEALER
SERVICE, SAID THEY COULDN'T RESOLVE THE ISSUE IF
THEY COULDN'T DUPLICATE THE PROBLEM. I'VE NOTICED
MANY PEOPLE WITH THE SAME ISSUE. CHRYSLER NEEDS
TO ISSUE A RECALL ON THIS. *TR

20 h. 1/2/2014 ANOTHER TIME CLUTCH WOULD NOT COME UP
21 AND STAYED TO THE FLOOR, CLUTCH FLUID LEAKED

22 i. 3/12/2014 AFTER SEVERAL HOURS OF STAYING PARKED
23 WITH TRANSMISSION IN GEAR (1ST), VEHICLE WOULD
24 NOT DISENGAGE GEARBOX ON STARTUP. CLUTCH LOST
25 ALL PRESSURE AND THE VEHICLE REQUIRED EXCESSIVE
26 USE OF FORCE TO DISLODGE GEAR SHIFTER. VEHICLE
27 WAS STARTED (CLUTCH DISENGAGED AND IN NEUTRAL)
AND VEHICLE BEGAN TO DRIVE FORWARD.
CLUTCH/TRANSMISSION REMAINED IN CONTACT WITH
ENGINE CAUSING THE VEHICLE TO CONTINUE MOVING
FORWARD EVEN WHILE IN NEUTRAL.
TRANSMISSION/CLUTCH WOULDN'T REENGAGE WITHOUT
EXCESSIVE FORCE. *TR

- 1 j. 3/24/2014 BRAND NEW 2013 DODGE DART, SIX SPEED
2 MANUAL TRANSMISSION. BEGAN SMELLING AND
3 SMOKING WHEN TEACHING MY SON HOW TO START ON A
4 HILL. SMOKE WAS COMING FROM FRONT RIGHT SIDE OF
5 TRANSMISSION. SMELLED LIKE A BURNING CLUTCH. THIS
6 OCCURRED AFTER A SHORT PERIOD OF TIME ON THE HILL
7 (LESS THAN FIVE MINUTES). TOOK CAR BACK TO
8 DEALERSHIP TODAY (3-24-14), AND WAS TOLD THERE IS A
9 STICKER ON THE TRANSMISSION THAT BURNS (IT WAS
10 REMOVED TODAY, AND HAS BEEN REMOVED ON OTHER
11 DARTS THEY HAVE WORKED ON FOR THE SAME
12 PROBLEM), AND THE SMELL AND SMOKE WERE ALSO
13 COMING FROM THE CLUTCH. THEY TEST DROVE THE CAR
14 OVER SOME HILLS NEAR THE DEALERSHIP AND WERE
15 ABLE TO REPRODUCE THE SAME SMELL, BUT SAID IT IS
16 LIKELY CAUSED BY THE NEW CLUTCH AND SHOULD BE
17 DRIVEN 1500-2000 MILES BEFORE BEING CONCERNED
18 ABOUT THIS ISSUE. I HAVE NEVER EXPERIENCED CLUTCH
19 BURNING LIKE THIS, ESPECIALLY AFTER SUCH A SHORT
20 PERIOD OF TIME ON THE HILL, AND I'VE DRIVEN MANY
21 MANUAL CARS/TRUCKS OVER MANY YEARS. *TR
- 22 k. 4/17/2014 TL* THE CONTACT OWNS A 2013 DODGE DART.
23 THE CONTACT STATED THAT WHILE TRAVELING
24 VARIOUS SPEEDS, THE VEHICLE FAILED TO RESPOND TO
25 DECELERATION ATTEMPTS. THE VEHICLE WAS NOT
26 DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS
27 NOT CONTACTED ABOUT THE FAILURE. THE FAILURE
28 MILEAGE WAS 3,500.
- 1 i. 5/7/2014 I WENT OUT IN THE MORNING TO START THE CAR
2 AND IT WOULD NOT GO INTO REVERSE. THE GEAR STICK
3 FELT STUCK AND I HAD TO HAVE MY HUSBAND COME
4 OUT AND PUT THE CAR INTO NEUTRAL AND ROLL THE
5 CAR BACK SO WE COULD START IT IN FIRST. THIS
6 HAPPENED AGAIN ONE MONTH LATER, ONLY THE CAR
7 WOULD NOT EVEN GO INTO FIRST GEAR. WE HAD IT
8 TOWED TO DEALER AND WERE TOLD WE HAD TO PAY
9 FOR A NEW CLUTCH-IT WAS BURNED OUT. BURNED OUT
10 AT 18,000 MILES. WE PAID FOR A NEW CLUTCH, AND NOW
11 4MTHS LATER, THE CAR IS DOING THE SAME THING.
12 PROBLEM GOING INTO REVERSE. DEALER CAN FIND
13 NOTHING WRONG WITH IT-I AM SCARED THE CLUTCH
14 WILL BURN OUT AGAIN-NEVER KNOW WHEN THIS CAR
15 WILL LEAVE ME STRANDED. WORST EXPERIENCE EVER.
16 *TR
- 17 m. 5/12/2014 WENT TO START MY CAR IN THE MORNING
18 PUSHED THE CLUTCH TO THE FLOOR AND IT DID NOT
19 RETURN, JUST STAYED DEPRESSED AGAINST THE
20 FLOORBOARD. TOOK IT TO THE DEALERSHIP AND THEY
21 SAID EVERYTHING IS FUNCTIONING AS DESIGNED. WELL
22 ITS NOT! I CALLED CHRYSLER CUSTOMER SERVICE AND
23 THEY TOLD ME THE CLUTCH IS ONLY UNDER WARRANTY
24 FOR 12000 MILES. MY PREVIOUS 3 CARS HAVE BEEN

1 MANUAL TRANSMISSIONS AND ALL WENT WELL OVER
 2 100000K WITHOUT ANY CLUTCH ISSUES. MY CAR NOW
 3 DOES THIS REGULARLY AT LEAST ONCE EVERY OTHER
 4 DAY. I AM EXTREMELY DISAPPOINTED IN DODGE AND
 5 THOUGHT THEY WERE "FOCUSING ON QUALITY". THE
 6 LACK OF CONCERN BY DODGE REGARDING THIS SAFETY
 7 ISSUE IS DOWNRIGHT DISGUSTING. AFTER SPEAKING
 WITH THE CUSTOMER SERVICE REP SHE STATED SHE
 WOULD CONTACT THE DEALERSHIP AND CALL ME
 TOMORROW. NO CALL, NO E-MAIL. THEN THEY HAVE THE
 NERVE TO SEND ME A SURVEY ON HOW WAS MY ISSUE
 RESOLVED. IT WASN'T THAT'S WHY YOU GOT ALL 1'S.
 WHY DON'T YOU ACTUALLY STAND BY YOUR PRODUCT?
 *TR

8 n. 5/18/2014 WENT TO START MY CAR AND THE CLUTCH
 9 PEDAL WENT STRAIGHT TO THE FLOOR ALMOST LIKE IT
 10 HAD NO FLUID IN THE MASTER CYLINDER AFTER I
 11 STARTED THE CAR I HAD TO SIT THERE AND PUMP IT TO
 12 FIND FEELING BEFORE I FELT COMFORTABLE DRIVING IT.
 THIS WAS STRANGE AS I PARK INSIDE A CLIMATE
 CONTROLLED GARAGE AND THERE IS NOT ANY FLUID
 LEAKING ON THE GROUND. *JS

13 o. 6/3/2014 ON MULTIPLE OCCASIONS, WORSE WHEN IT IS
 14 HOT OUTSIDE, THE CLUTCH PEDAL WILL BE SOFT AND
 15 NOT COME UP OFF THE FLOOR. WHEN THE CLUTCH IS
 16 SOFT, I AM NOT ABLE TO SHIFT IN OR OUT OF GEAR. IF
 17 THE ENGINE IS ON AND IN GEAR, YOU CANNOT PUMP THE
 18 CLUTCH UNTIL THE VEHICLE IS OFF, OR IF YOU MANAGE
 19 TO GET IT INTO NEUTRAL. AS I PREFER TO PARK THE
 20 VEHICLE IN GEAR, WHEN THE CLUTCH GOES SOFT, IT
 21 MAKES IT DIFFICULT, IF NOT IMPOSSIBLE, TO REMOVE
 THE SHIFTER FROM GEAR TO PREVENT THE CAR FROM
 MOVING AND HITTING AN OBJECT. I HAVE ALMOST HIT A
 CONCRETE PILLAR AND DRIVEN THROUGH MY GARAGE
 WHEN THIS HAPPENS. I GET THE FEELING THE CLUTCH IS
 NOT FULLY DISENGAGED, DESPITE THE PEDAL STUCK ON
 THE FLOOR. WITHOUT PARKING IN GEAR, I RUN THE RISK
 OF THE CAR ROLLING AWAY IF THE PARKING BRAKE
 FAILS. THERE HAVE BEEN NO LEAKS AND THE DEALER
 HAS BEEN UNABLE TO LOCATE THE PROBLEM. *TR

22 p. 6/5/2014 FOR THE PAST YEAR AND A HALF MY CLUTCH
 23 HAS BEEN LOSING ALL RESISTANCE. THIS USUALLY
 24 HAPPENS WHEN THE VEHICLE IS COLD AND AT TIMES I
 25 AM UNABLE TO PUT MY CAR INTO GEAR. SOMETIMES
 26 THIS HAS HAPPENED WHILE AT STOP LIGHTS OR EVEN
 27 PULLING OUT INTO TRAFFIC. EVERY TIME I TAKE MY
 28 VEHICLE TO THE DEALERSHIP AIM TOLD THERE IS
 NOTHING WRONG. EVENTUALLY THEY REPLACED MY
 CLUTCH MASTER CYLINDER ABOUT 8 MONTHS AGO THE
 FIRST TIME. PROBLEM SEEMED TO RESOLVE THEN ABOUT
 2 MONTHS AGO IT STARTED DOING IT AGAIN. WENT BACK
 TO THE DEALERSHIP AND TOLD NOTHING WAS WRONG.

1 AFTER MULTIPLE TRIPS TO DEALERSHIP THEY FINALLY
 2 AGREED TO REPLACE MASTER CYLINDER AND
 3 DISCOVERED THE SLAVE CYLINDER IS LEAKING. VEHICLE
 4 BACK IN THE SHOP FOR THE PAST WEEK REPLACING
 5 SLAVE CYLINDER. ANY PERSPECTIVE DART BUYERS OUT
 6 THERE, I REALLY CAUTION AGAINST THIS PURCHASE.
 7 THIS IS ONLY ONE OF MULTIPLE ISSUES I HAVE HAD. ON
 8 A SIDE NOTE, I PURCHASED THIS VEHICLE NEW IN JULY
 9 2012 WITH 120 MILES ON IT. SINCE THEN I HAVE HAD 2
 10 IGNITION COILS REPLACED, 2 CLUTCH MASTER
 11 CYLINDERS, SLAVE CYLINDER, 3 TURBOS, CATALYTIC
 12 CONVERTER ALL REPLACED. BUYER BEWARE. *TR

- 13 q. 6/6/2014 I WENT TO MOVE MY CAR AND THE CLUTCH WAS
 14 STUCK TO THE FLOOR OF MY CAR. I COULD NOT GET IT IN
 15 OR OUT OF GEAR. SO FAR CHRYSLER HAS REPLACED THE
 16 ELECTRICAL/COMPUTER PART, THE PART FOR THE
 17 CLUTCH. I JUST FOUND OUT ABOUT THE RECALL FOR THE
 18 BRAKE AND TRANSMISSION. LAST MY DOOR IS DARKER
 19 THEN THE REST OF THE CAR AND THEY ARE HAVING IT
 20 PAINTED. *TR
- 21 r. 6/24/2014 2013 DODGE DART. CONSUMER WRITES IN
 22 REGARDS TO TRANSMISSION MALFUNCTION, BROKEN
 23 TIRE SENSOR AND OTHER VEHICLE PROBLEMS. *SMD THE
 24 CONSUMER STATED THE TRANSMISSION HAS BEEN ON
 25 GOING SINCE, THE FIRST DAY THE VEHICLE WAS
 26 PURCHASED. APPARENTLY, IT WAS A FACTORY DEFAULT,
 27 THAT COULD NOT BE FIXED. THE TRANSMISSION DOWN
 28 SHIFTED INTO SECOND GEAR, THE CLUTCH WOULD
 STICK, THE GEARS WERE GRINDING WHEN IN REVERSE
 AND A METALLIC NOISE WAS HEARD WHEN DOWN
 SHIFTING IN ANY GEAR THE DEALER REPLACED THE
 SECOND GEAR AND SYNCHRONIZERS. THE SUN VISOR NO
 LONGER STAYED IN ITS POSITION.
- s. 7/1/2014 I HAVE FILED A COMPLAINT IN SEPT. 2013 THE
 INCIDENT NUMBER WAS 10542516. I MY VEHICLE WAS
 TOWED TO THE NEAREST DEALERSHIP FOR REPAIR. THE
 CLUTCH PEDAL WOULD NOT RETURN ONCE DEPRESSED.
 IT WAS DETERMINED THAT IT WAS THE SLAVE
 CYLINDER. THAT WAS REPLACED, TAKING OVER A WEEK.
 THE REMEDIED THE PROBLEM UNTIL THE END OF JUNE
 2014 WHEN THE CAR BEGAN DISPLAYING THE SAME
 PROBLEM. I WAS GETTING ON THE INTERSTATE AND
 WENT TO SHIFT FROM 2ND TO 3RD AND THE CLUTCH
 PEDAL REMAINED DEPRESSED ONCE AGAIN. NOT HAVING
 POWER AT THIS KEY POINT OF ACCELERATION WAS
 DANGEROUS AND I WAS ALMOST REAR ENDED BY A
 SEMI. I TOOK THE CAR TO A DEALERSHIP ONCE AGAIN
 AND IT WAS DETERMINED THE SLAVE CYLINDER WAS
 THE PROBLEM ONCE AGAIN. I THINK THIS REALLY NEEDS
 TO BE EXAMINED AS IT CREATES A SERIOUS POTENTIAL
 FOR INJURY. *TR

- 1 t. 7/3/2014 CLUTCH PEDAL DOES NOT RETURN FROM
2 DEPRESSED POSITION. CLUTCH PEDAL IS SOFT AND
3 CLUTCH MECHANISM DOES NOT FUNCTION PROPERLY
4 FOR A FEW MINUTES OF INITIAL OPERATION. AFTER THE
5 INITIAL INCIDENT THIS PROBLEM HAS BECOME MORE
6 FREQUENT AND NOW OCCURS ALMOST DAILY. *TR
- 7 u. 7/7/2014 I WAS ACCELERATING FROM A STOPPED
8 POSITION AND WAS SHIFTING INTO FOURTH GEAR WHEN
9 THE CLUTCH PEDAL STAYED DEPRESSED TO THE FLOOR. I
10 HAVE HAD THIS CAR BACK FROM THE DEALER 10 DAYS.
11 IT WAS IN THE SERVICE DEPARTMENT TO CORRECT THE
12 SAME PROBLEM. THIS IS THE THIRD TIME THIS CAR HAS
13 DONE THIS. THE CASE NUMBERS FOR THE FIRST TWO ARE
14 10542516 AND 10607620. LIKE THE SECOND EPISODE, I WAS
15 LEFT IN A VULNERABLE SITUATION IN WHICH I WAS
16 ALMOST HIT. THE LANES TAPER FROM TWO DOWN TO
17 ONE AND I WAS IN THE INSIDE LANE COMING OUT OF THE
18 TAPER. A TRUCK COMING UP FROM BEHIND WAS
19 UNAWARE TO THE SLOW SPEED OF MY CAR AND I WAS
20 NOT ABLE TO ACCELERATE. HE WAS ABLE TO SWERVE
21 ACROSS THE NO PASSING LINES INTO ANOTHER LANE
22 AND AVOID HITTING THE BACK OF MY CAR. I WAS ABLE
23 TO COAST TO NEXT CROSS ROAD AND JUST MAKE IT OFF
24 THE STATE HIGHWAY. MY VEHICLE WAS TOWED BACK
25 TO THE DEALERSHIP. *JS
- 26 v. 7/9/2014 DRIVING AT A AVERAGE SPEED OF 60-70 WHEN
27 PASSING ON THE HWY MY CLUTCH PEDAL WAS STUCK TO
28 THE FLOOR AND I HAD TO PULL IT OUT WITH MY FOOT TO
CHANGE GEARS. THIS NOW HAS STARTED HAPPENING ON
TAKE OFFS NOW. THE DEALER HAS ALL READY REPLACE
IT ONCE AND IT IS STILL HAVING THE SAME ISSUE.
APPARENTLY THE PART IS ON BACK ORDER BECAUSE
THEY CAN NOT KEEP ENOUGH IN STOCK FOR THE CARS
THAT ARE HAVING THIS REPLACED. IT TOOK 21 DAYS IN
ORDER FOR MY PART TO ARRIVE AT THE DEALERSHIP.
NOW I HAVE TO WAIT LONGER FOR A NEW ONE TO
REPLACE THE ONE THAT WAS PUT IN. THIS CAN CAUSE A
SERIOUS ISSUE ALMOST LIFE THREATENING BECAUSE
YOU COULD BE PULLING OUT INTO TRAFFIC AND GOD
FORBID YOU CAN'T REACT FAST ENOUGH. *JS
- w. 8/29/2014 THE CLUTCH PEDAL STUCK TO THE FLOOR
PREVENTING ME FROM BEING ABLE TO SHIFT OUT OF
GEAR OR DISENGAGE THE ENGINE FROM THE
TRANSMISSION. BECAUSE I AM A MECHANIC I WAS ABLE
TO AVOID A CRASH. THIS IS A COMPLEX ISSUE AND MOST
CONSUMERS WILL FREAK OUT IF THEY CAN NOT PUT
THERE VEHICLE IN NEUTRAL AND THE ENGINE STALLS
FROM THEM TRYING TO USE THE BRAKES. *TR
- x. 10/14/2014 MY FOOT WAS ON MY CLUTCH AND BRAKE I
THEN STARED THE CAR....THE CAR LUNGE FORWARD
INTO SOME BUSHES .. AFTER THAT THE CLUTCH STAYED

1 ON THE FLOOR UNABLE TO SHIFT IN REVERSE TILL I
2 PUMPED BRAKE AND CLUTCH I ACTUALLY LIFTED THE
CLUTCH UP WITH MY FOOT TO USE IT TO SHIFT. *TR

3 y. 1/13/2015 TL* THE CONTACT OWNS A 2013 DODGE DART.
4 UPON STARTING THE VEHICLE OR DURING COLD
5 WEATHER TEMPERATURES, THE CLUTCH FAILED TO
6 SHIFT PROPERLY. THE CONTACT MENTIONED THAT THE
7 CLUTCH NEEDED TO BE PUMPED IN ORDER TO SHIFT
PROPERLY. THE VEHICLE WAS TAKEN TO DEALER WHERE
THE FAILURE WAS UNABLE TO BE DUPLICATED. THE
VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS
MADE AWARE OF THE FAILURE. THE APPROXIMATE
FAILURE MILEAGE WAS 12,000.

8 z. 1/22/2015 I WAS DRIVING AT ABOUT 40 MPH AND
9 ABRUPTLY THE ENGINE STALLED AND THE CLUTCH
10 WENT TO THE FLOOR AND THE VEHICLE REFUSED TO
11 CHANGED GEARS OR MOVE. I ALLOWED IT TO VEER TO
THE SIDE TO ESCAPE BEING REAR ENDED OR CRASHED
FROM BEHIND. I HAD NO CONTROL OF THIS CAR. *TR

12 aa. 2/19/2015 PURCHASED CAR BRAND NEW. HAVE DRIVEN
13 MANUAL TRANSMISSIONS FOR 40 YEARS AND HAVE
14 NEVER RUINED A CLUTCH OR ANY PART OF THE
15 TRANSMISSION. I WAS DRIVING ALL THE ROAD AND
16 GOING UP A HILL AND ATTEMPTED TO DOWNSHIFT TO
17 GET UP THE STEEP HILL. THE CLUTCH WENT DOWN TO
18 THE FLOOR AND THE SHIFTER WOULDN'T ALLOW ANY
19 SHIFTING. I VEERED OFF THE ROAD AND CALL TOW
20 TRUCK. I HAD CAR TOWED TO LANDMARK DODGE,
21 MORROW, GA 30260, AND AFTER WEEKS THEY SAY THE
22 ENTIRE TRANSMISSION WAS BURNED UP AND BROKEN
INTO PIECES?? WELL, 1ST WEEK THEY ORDERED WRONG
PART, 3 WEEK THEY SAID THEY HAD TO REMOVE THE
ENTIRE TRANSMISSION AND TODAY (4 WEEKS LATER)
THEY SAID THEY FEEL IT IS A CASE OF CUSTOMER ABUSE
AND WANT 1500.00 TO REPAIR. I TOLD THEM UP FRONT A
CERTIFIED TECHNICIAN LOOKED AT THE ISSUE PRIOR TO
ME HAVING PULLED TO THEM AND HE SAID, "THIS IS
DEFECTIVE". HE ALSO PRINTED OUT INFO FROM THE
INTERNET OF OTHER DODGE DART 2012-2013 WITH THE
VERY SAME ISSUE. CLUTCH TO THE FLOOR, AND EVEN A
CLASS ACTION SUIT. I WILL HAVE TO GET IT FIXED

23 bb. 4/15/2015 CLUTCH WENT COMPLETELY TO THE FLOOR
24 AND HAD TO VEER CAR INTO A TERRAIN IN ORDER TO
25 AVOID BEING RUN OVER BY DUMP TRUCK DIRECTLY
26 BEHIND. THERE WAS NO WARNING AND CAR IS FAIRLY
27 NEW. (WAS PURCHASED NEW). QUICK INVESTIGATION,
28 AND THERE IS A LAW SUIT WITH CHRYSLER INDICATING
THEY ARE AWARE OF THIS DEFECT BUT THEIR
DEALERSHIPS ARE NOT AND REFUSED TO REPAIR
WITHOUT CHARGING. INSISTED I TAKE CAR TO ANOTHER
PLACE THAT REALLY WORKS ON DODGES (???). THIS LOST

1 OF GEAR SHIFTING IS GOING TO GET SOMEONE KILLED!
 2 UNFORTUNATELY IT IS HARD TO REACH ME BY
 3 TELEPHONE BUT I WOULD REALLY LIKE TO HAVE SOME
 4 DETAILS AS TO HOW TO HANDLE THIS ISSUE. I HAD AN
 INDEPENDENT DEALER "WHO REALLY WORKS ON
 DODGES" TO REPAIR AND THEY CONFIRMED THE CLUTCH
 WAS DEFECTIVE AND CAUSED IT TO CRASH AND BURN.
 I'M NOT THE ONLY ONE WHO HAS EXPERIENCED THIS.

5 cc. 5/13/2015 I WENT TO GET IN MY CAR TO GO TO WORK AND
 6 WHEN I STARTED MY CAR THE CLUTCH PEDAL WENT TO
 7 THE FLOOR AND WOULD NOT COME BACK UP. THE
 8 VEHICLE GOT STUCK IN FIRST GEAR UNTILL I MANUALLY
 9 BENT DOWN AND PULLED THE CLUTCH PEDAL UP AND
 10 TURNED THE CAR OFF SEVERAL TIMES. WHEN I SOPKE TO
 11 DODGE THEY ACTED LIKE THEY HAD NEVER HEARD OF
 12 THIS ISSUE (WHICH I KNOW IS NOT TRUE FROM VARIOUS
 13 FORUMS AND COMPLAINTS IVE SEEN). NOW I AM
 WORRIED ABOUT THE SAFTEY OF THE CAR BECASUE IF
 THIS HAPPENS WHILE IM ON THE ROAD AND NOT PARKED
 I OR SOMEONE COULD GET SERIOUSLY INJURED. THE
 DODGE DEALER I SPOKE WITH SAID TO FIX THE ISSUE I
 WOULD HAVE TO REPLACE THE MASTER CYLINDER,
 SLAVE CYLINDER, AND REPLACE THE CLUTCH. I DONT
 FEEL I SHOULD HAVE TO WORRY ABOUT THIS THERE
 SHOULD BE A RECALL ISSUED.

14 dd. 5/20/2015 CLUTCH PEDAL DEPRESSED AND WOULD NOT
 15 RETURN TO NORMAL POSITION. PRESSING DOWN ON
 16 CLUTCH PEDAL WOULD NOT DISENGAGE THE CLUTCH
 17 FROM THE FLYWHEEL SO CONTINUED TO ATTEMPT TO
 18 MOVE FORWARD REQUIRING FOOT MORE STRONGLY ON
 19 THE BRAKES. THIS WASN'T THE ONLY TIME, AND SEEMS
 20 TO OCCUR AFTER THE VEHICLE HAS BEEN SITTING A FEW
 21 HOURS. ITS GETTING FREQUENT ENOUGH THAT I'M
 22 GOING TO TRY TO TRADE THE VEHICLE IN. I DONT TRUST
 CHRYSLER/DODGE PRODUCTS ANY MORE AND THEIR
 QUALITY IS GOING DOWN HILL WITH THEIR DRIVE BY
 WIRE VEHICLES. FOR THE RECORD, 90% OF MY MILEAGE
 IS ALL HIGHWAY AND I DON'T "POP" THE CLUTCH TO
 PEAL OUT AT STOP LIGHTS AND THE LIKE. SEARCHES OF
 THE INTERNET ARE FINDING MORE AND MORE POSTS
 WITH CLUTCH AND TRANSMISSION PROBLEMS.

23 ee. 6/3/2015 WHEN FIRST STARTED ON A COOL OR COLD
 24 MORNING, THE CLUTCH ON THE 2013 DODGE DART WILL
 25 NOT HAVE ANY PRESSURE AND STICK TO THE FLOOR.
 26 THE CLUTCH PEDDLE WOULD HAVE TO BE PHYSICALLY
 27 PULLED UP FROM THE FLOOR AND PUMPED TO DEVELOP
 28 ANY PEDDLE. THE VEHICLE WAS TAKEN TO THE DEALER
 THAT COULD NOT REPLICATE THE PROBLEM NOR WOULD
 MAKE ANY INDICATION TO MAKE THE REPAIR. THE NEXT
 WEEK (AROUND MAY 18, 2015), THE MANUAL
 TRANSMISSION WAS PARKED IN FIRST GEAR AND WHEN
 THE CLUTCH WAS DEPRESSED, THERE WAS LITTLE TO NO

1 PEDDLE. THE CAR STARTED AND BEGAN TO LUNGE
2 FORWARD AND STOPPED. THE CLUTCH ALMOST STUCK
3 TO THE FLOOR. . OTHER TIMES, THE CAR IS PARKED IN
4 NEUTRAL AND THE CAR WILL NOT ALLOW THE DRIVER
5 TO SHIFT INTO GEAR. THERE IS FLUID VISIBLE ON TOP OF
6 THE TRANSMISSION WHICH IS SUSPECTED BY THE
OWNER TO BE FROM THE HYDRAULIC CLUTCH.
CHRYSLER IS AWARE OF THIS PROBLEM AND ARE BEING
SUED IN THE STATE OF CALIFORNIA OVER OTHER
CLAIMS. THIS IS A SAFETY ISSUE WITH THESE CARS AND
THE VOLUME OF COMPLAINTS FOR THE SAME ISSUE IS
INDICATIVE OF A LARGER PROBLEM.

7 ff. 6/8/2015 TL* THE CONTACT OWNS A 2013 DODGE DART.
8 WHILE DRIVING AT APPROXIMATELY 50 MPH, THE
9 CLUTCH PEDAL WAS DEPRESSED AND FAILED TO
10 RESPOND WITHOUT WARNING. THE VEHICLE WAS TAKEN
11 TO A DEALER WHERE IT WAS DIAGNOSED THAT THE
MASTER SLAVE CYLINDER NEEDED TO BE REPLACED.
THE VEHICLE WAS REPAIRED HOWEVER, THE FAILURE
RECURRED. THE MANUFACTURER WAS NOTIFIED OF THE
FAILURE. THE FAILURE MILEAGE WAS 1,200.

12 gg. 6/8/2015 TL* THE CONTACT OWNS A 2013 DODGE DART.
13 WHILE REVERSING OUT OF A PARKING LOT AT 5 MPH,
14 THE CLUTCH FAILED TO SHIFT OUT OF REVERSE TO GO
15 INTO FIRST GEAR. THE FAILURE RECURRED ONCE. THE
16 VEHICLE WAS TAKEN TO A DEALER, BUT WAS NOT
DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS
MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE
WAS 24,000.

17 hh. 6/10/2015 2013 DART 2.0 LITER, 6 SPEED MANUAL TRANS.
18 CLUTCH PEDAL GOES TO FLOOR WITH NO RESISTANCE
19 AND WILL NOT DISENGAGE CLUTCH. PULLING THE PEDAL
20 UP WITH FOOT AND PUMPING IT RESTORES FUNCTION
21 UNTIL THE CAR IS PARKED AT WHICH TIME, THE SYSTEM
BLEEDS DOWN AGAIN AND THE PEDAL GOES TO THE
FLOOR WITHOUT DISENGAGING THE CLUTCH. PROBLEM
IS MARKEDLY WORSE IN HOT WEATHER. RESPONSE FROM
CHRYSLER ON RECTIFICATION ACTION IS AWAITING
FOLLOWING INQUIRY BY MYSELF.

22 ii. 6/12/2015 I WENT AND ATTEMPTED TO START THE CAR.
23 CAR WOULD NOT START. IT WAS LIKE THE CLUTCH
24 WOULD NOT ENGAGE. RELEASED THE CLUTCH AND RE-
25 ENGAGED, AND IT STARTED. DURING SHIFTS, IT DIDNT
26 WANT TO GO INTO 3 OR 6TH GEARS. IT WAS LIKE THE
27 CLUTCH IS NOT ENGAGING ONCE AGAIN. TOOK THE CAR
28 BACK TO WHERE I PURCHASED IT, PERFORMANCE
DODGE, AND THEY TOLD ME THAT CHRYSLER KNOWS OF
THE ISSUE BUT CHRYSLER STAR WILL NOT FIX IT. I
ASKED HOW CAN THEY KNOW THAT THE CLUTCH HAS
ISSUES, BUT THEY ARE NOT GOING TO FIX IT. THE
EMPLOYEE INFORMED ME THAT THEY ALL ARE LIKE

1 THIS. CHRYSLER KNOWS OF THE CLUTCH ISSUES DUE TO
 2 ALL THE COMPLAINTS, BUT THEY STILL RISK THE LIVES
 3 OF THE INDIVIDUALS WHO PURCHASED THE VEHICLE BY
 4 NOT REPLACING THE CLUTCH. I HAVE ALSO HAD ISSUES
 5 WITH MY WINDOWS NOT ROLLING UP OR DOWN AND THE
 RADIO KEEPS RESETTING ITSELF. THEY DO UPDATES, BUT
 IT DOES NOT FIX THE RADIO ISSUE. THE LAST TIME I
 TOOK IT FOR THE UPDATE, THE UPDATE WOULDNT EVEN
 LOAD TO FIX THE ISSUE. HOW CAN A COMPANY KNOW OF
 ISSUES BUT REFUSE TO FIX THEM?

6 jj. 6/14/2015 I DEPRESSED THE CLUTCH TO START THE
 7 ENGINE AND WHEN IT STARTED THE CAR BEGAN TO
 8 MOVE EVEN THOUGH THE CLUTCH PEDAL WAS FULLY
 9 DEPRESSED. I HAD TO TURN THE ENGINE OFF TO STOP
 10 THE CAR FROM MOVING AND THE CLUTCH PEDAL
 11 REMAINED ON THE FLOOR. AFTER A FEW MORE
 ATTEMPTS IT STARTED TO WORK CORRECTLY. IT NOW
 DOES THIS EVERY TIME IT IS PARKED FOR A FEW HOURS.
 VERY DANGEROUS DEFECT THAT NEEDS TO BE
 RECALLED BY CHRYSLER.

12 kk. 6/20/2015 CLUTCH PEDAL KEPT GETTING STUCK IN
 POSITION AND WOULD NOT DISENGAGE.

13 ll. 7/20/2015 WHEN GETTING INTO MY CAR IN THE MORNING
 14 OR AFTER WORK (ANY TIME THE CAR HAS BEEN SITTING
 15 FOR A WHILE), THE CLUTCH PEDAL GOES STRAIGHT TO
 16 THE FLOOR AND DOESN'T COME BACK UP. I CANNOT PUT
 17 MY CAR INTO GEAR OR EVEN START THE CAR. I HAVE TO
 18 PUMP THE CLUTCH PEDAL FOR A FEW MINUTES UNTIL I
 19 HAVE A LITTLE PRESSURE TO EVEN START MY CAR. MY
 CAR STALLED OUT TWICE FROM THIS WHEN ENTERING A
 PARKING GARAGE AND I ALMOST HIT ANOTHER CAR
 BECAUSE OF THIS. AFTER DRIVING THE CAR FOR 2-3
 MILES THE CLUTCH SEEMS TO COME BACK TO NORMAL
 PRESSURE AND I CAN SHIFT FINE AT THAT POINT.

20 mm. 7/27/2015 I HAVE A 2013 DODGE DART RALLYE. I
 21 BOUGHT IT USED IN JANUARY 2015. IT HAS THE 1.4 MULTI
 22 AIR TURBO WITH 6 SPD MANUAL TRANSMISSION. MY
 23 PROBLEM IS JUST ABOUT EVERY MORNING OR AFTER
 24 THE CAR SETS FOR A FEW HOURS WHEN I TRY TO START
 25 THE CAR I PUSH THE CLUTCH PEDAL IN TO START THE
 26 CAR AND I GO TO PUT THE CAR IN GEAR AND IT WON'T
 27 GO IN GEAR WITH MY CLUTCH PEDAL TO THE FLOOR AND
 28 THE CAR TRY'S TO MOVE WHEN I TRY TO PUT IT IN GEAR
 SO I LET OFF THE CLUTCH AND IT STICKS HALF WAY TO
 THE FLOOR SO I HAVE TO PUMP IT FOR ABOUT 2 MINUTES
 OR UNTIL THE CAR WARMS UP JUST TO PUT IT IN GEAR I
 DID RESEARCH ON THIS AND APAIRENTLY ALOT OF
 PEOPLE WITH THIS CAR HAVE BEEN HAVING THIS SAME
 PROBLEM AND CHRYSLER WANTS TO CHARGE ME JUST
 TO TAKE A LOOK AT IT BECAUSE IT IS OUT OF
 WARRANTY THIS ISSUE REALLY NEEDS TO BE LOOKED

1 INTO.

2 nn.8/6/2015 INTERMITTENTLY, THE CLUTCH PEDAL HAD
3 DROPPED TO THE FLOOR WHEN DEPRESSED AND NOT
4 RETURNING WITHOUT PUMPING THE PEDAL PRIOR TO
5 STARTING THE ENGINE. THIS WAS BECOMING COMMON
6 AFTER THE CAR WAS NOT IN OPERATION OVERNIGHT
7 BUT ON 6-AUG-15 THE WHILE DRIVING AT HIGHWAY
8 SPEEDS PRIOR TO EXITING A LIMITED ACCESS HIGHWAY
9 WITH THE PEDAL DEPRESSED TO THE FLOOR THE ENGINE
10 DID NOT DISENGAGE FROM THE TRANSMISSION OR
11 ALLOW THE SHIFTER TO BE MOVE OUT OF GEAR. IT
12 REQUIRED THE PEDAL TO BE PULLED UP MANUALLY
13 WITH THE TOE OF MY SHOE AND PUMPED BEFORE IT
14 ACTUATED THE CLUTCH AND ALLOWED THE CAR TO
15 STOP. AN ACCIDENT WAS NARROWLY AVOIDED ON
16 INTERSTATE 495 DUE TO THIS FAILURE. CHRYSLER WAS
17 CONTACTED REGARDING THE SERVICE BULLETIN M37,
18 TRANSAXIAL SLAVE VALVE DEFECT AND THEY SAID THIS
19 IS A LISTED ISSUE FOR THE CAR/ENGINE BUT NOT FOR
20 THIS VIN. REGARDLESS OF THE BULLETIN'S
21 "COMMITMENT TO SAFETY" THEY WOULD NOT COVER
22 ANY TOWING OR REPAIR.

23 oo.8/6/2015 WHEN TRYING TO START THE CAR THE CLUTCH
24 PEDAL WILL GET STUCK DOWN AND NOT ENGAGE. IF
25 THIS HAPPENS WHEN DRIVING IT COULD CAUSE AN
26 ACCIDENT.

27 pp.8/14/2015 WHEN I WENT TO TURN MY CAR ON, WHICH IS A
28 MANUAL, MY CLUTCH PEDAL STAYED ENGAGED AND
WOULD NOT RELEASE AND MY CAR WOULD NOT TURN
OFF. I COULD NOT TURN THE KEY TO TURN THE CAR OFF.
I HAD TO WAIT A FEW MINUTES BEFORE THE CLUTCH
RELEASED AND I WAS FINALLY ABLE TO TURN MY CAR
OFF. WHEN I TRIED AGAIN TO TURN MY CAR ON THE
CLUTCH PEDAL ONCE AGAIN STAYED ENGAGED AND
WOULD NOT RELEASE BUT I WAS ABLE TO TURN MY CAR
OFF THE SECOND TIME. AND TRY AGAIN AND AGAIN
UNTIL THE CLUTCH WOULD RETURN AFTER I TURNED
THE CAR ON

qq.8/26/2015 WHEN TRYING TO START THE CAR, THE CLUTCH
PEDAL WILL GET STUCK DOWN AND NOT ENGAGE
INTERMITTENTLY. THE CLUTCH PEDAL DROPS TO THE
FLOOR WHEN DEPRESSED AND NOT RETURNING
WITHOUT PUMPING THE PEDAL PRIOR TO STARTING THE
ENGINE. THIS IS BECOMING COMMON AFTER THE CAR IS
NOT IN OPERATION OVERNIGHT

rr. 8/27/2015 THIS HAS BEEN AN ONGOING-INTERMITTENT
PROBLEM/ISSUE. THE HYDRAULIC CLUTCH SYSTEM
(MANUAL TRANS) WILL LOSE PRESSURE WHICH MEANS
THAT THE CLUTCH PEDAL WILL GO TO THE FLOOR AND I
CAN'T SHIFT THE TRANSMISSION. AT TIMES IT IS ONLY

DOING THIS FIRST THING IN THE MORNING BUT WILL GET PRESSURE AFTER "PUMPING IT UP" A FEW TIMES. IT WILL LOSE PRESSURE AFTER DRIVING FOR A PERIOD OF 15-20 MINUTES MEANING THAT WHEN COMING TO A STOP I AM UNABLE TO DOWNSHIFT. ONCE STOPPED, WHEN IT HAS LOST PRESSURE, IF YOU LEAVE THE TRANSMISSION IN FIRST GEAR, OR REVERSE, IT WILL MOVE WHEN THE IGNITION KEY IS PUT INTO THE START MODE WHEN THE CLUTCH PEDAL IS FULLY DEPRESSED! THERE HAVE NEVER BEEN ANY FLUID LEAKS OR SIGNS THAT THE LEVEL HAS GONE DOWN. I HAVE SEEN ON A DODGE DART OWNERS WEBSITE THAT THIS IS A PROBLEM THAT OTHERS HAVE HAD AS WELL.

ss. 9/29/2015 ONGOING CLUTCH/HYDRAULIC PROBLEMS HAVE CAUSED ME TO BE IN SEVERAL UNSAFE SITUATIONS. FIRST SAFETY CONCERN WAS DUE TO CAR STALLING WHEN ATTEMPTING TO ACCELERATE FROM A STOP. THERE WERE SEVERAL TIMES THAT IMPROPER CLUTCH ENGAGEMENT CAUSED THE CAR TO JERK AND DIE AT A STOP. SECOND CONCERN WAS FROM DIFFICULTY SHIFTING GEARS IN STOP AND GO TRAFFIC DUE TO CLUTCH NOT ENGAGING FULLY. THIRD CONCERN WAS FROM TOTAL SYSTEM FAILURE (19426 MILES): EXITED INTERSTATE HIGHWAY AND DEPRESSED CLUTCH TO SHIFT TO NEUTRAL. WHILE DEPRESSING THE CLUTCH I HEARD A LOUD POP/CLUNK SOUND AND THE CLUTCH INSTANTLY DROPPED TO THE FLOOR. I THEN STARTED SMELLING THE CLUTCH BURNING AND HAD NO ABILITY TO SHIFT OR ENGAGE GEARS. I WAS LEFT IN THE MIDDLE OF THE ROADWAY AND HAD TO PUSH MY VEHICLE TO A SAFE LOCATION ON THE SHOULDER OF THE ROAD THANKS TO THE HELP OF SOME PEOPLE THAT STOPPED. AFTER TOWING THE VEHICLE TO THE DEALERSHIP FOR REPAIR, I WAS TOLD THE FLYWHEEL, PRESSURE PLATE, AND CLUTCH NEEDED TO BE REPLACED (19,426 MILES). FOURTH CONCERN WAS A FAILURE OF THE CLUTCH (APPROX 34,735 MILES): AFTER BACKING OUT OF A DRIVEWAY THE CLUTCH STUCK TO THE FLOOR AND WOULD NOT RETURN TO THE NORMAL POSITION CAUSING THE INABILITY TO SHIFT. AFTER RESTARTING VEHICLE I HAD TO LIFT CLUTCH BY HAND AND PUMP CLUTCH TO REGAIN HYDRAULIC PRESSURE. I WAS TOLD CLUTCH HAD FAILED AND WAS BLAMED FOR FAILURE FROM RIDING CLUTCH MILEAGE PROBLEMS FIRST REPORTED (I CONTINUED TO MENTION PROBLEMS ON LATER VISITS): 1555 - NOISE RELEASING CLUTCH 2072 - RESISTANCE AND ENGAGEMENT CHANGING IN THE CLUTCH MILEAGE/REPAIRS MADE: 5905 - MASTER CYLINDER/ACTUATOR REPLACED 19426 - CLUTCH, PRESSURE PLATE, AND FLYWHEEL REPLACED 34747 - CLUTCH, PRESSURE PLATE, FLYWHEEL, AND SLAVE CYLINDER REPLACED (AWAITING AMENDED REPAIR ORDER) AFTER LATEST REPAIR THE CAR IS BACK IN SHOP DUE TO RETURNED HYDRAULIC PRESSURE VARIANCE

1 tt. 12/4/2015 I HAVE A 2013 DODGE DART. AFTER 2 YEARS,
2 THE CLUTCH SUDDENLY STUCK TO THE FLOOR, THE
3 VEHICLE INOPERABLE; IT NEEDED A NEW MASTER
4 CYLINDER. A FEW MONTHS LATER, I STARTED NOTICING
5 IT STICKING AGAIN, BUT IT COULD BE PULLED OUT BY
6 USING MY FOOT TO POP IT BACK OUT. SO I PROMPTLY
7 TOOK IT TO THE DEALER. THEY SAID EVERYTHING WAS
8 NORMAL. LAST MONTH, THE CLUTCH WENT OUT AGAIN.
9 HAD TO BE TOWED TO THE DEALER. NOW IT SEEMS THEY
10 ARE REPLACING THE ENTIRE CLUTCH KIT. TOLD ME THE
11 FLYWHEEL WAS COMPLETELY BURNED OUT. AND TRIED
12 TO BLAME MY DRIVING, SAYING THE FLYWHEEL WAS
13 NORMAL WHEN THEY EVALUATED IT. NO WAY, DODGE.
14 NOW THEY'VE HAD MY CAR SINCE NOVEMBER 16TH,
15 TODAY BEING DEC. 3, AND IT STILL WON'T BE FIXED
16 UNTIL WELL INTO NEXT WEEK. AND THE RENTAL CAR IS
17 OUT OF MY POCKET.

18 uu. 12/23/2015 CAME UP TO A STOP SIGN, DROVE OFF AND
19 WENT TO SHIFT INTO 2ND (STANDARD TRANSMISSION)
20 AND MY SHIFTER WAS LOOSE. GEAR IS STUCK IN FIRST.

21 vv. 1/4/2016 CLUTCH PEDAL DOES NOT RETURN FROM
22 DEPRESSED POSITION. CLUTCH PEDAL IS SOFT AND
23 CLUTCH MECHANISM DOES NOT FUNCTION PROPERLY
24 FOR A FEW MINUTES OF INITIAL OPERATION. AFTER THE
25 INITIAL INCIDENT THIS PROBLEM HAS BECOME MORE
26 FREQUENT AND NOW OCCURS ALMOST DAILY.

27 ww. 1/26/2016 1) SLAVE CYLINDER IN TRANSMISSION
28 (MANUAL) BEGAN FAILING AT 12,000 MILES, CAUSING
CLUTCH PEDAL TO LOSE PRESSURE AND NOT RETURN TO
TOP OF TRAVEL. UNABLE TO SHIFT INTO ANY GEAR. THIS
OCCURRED WHEN PARKED OVERNIGHT. DEALERSHIP
REPLACED SLAVE CYLINDER, CLUTCH, AND THROW OUT
BEARING WITH NO CHARGE.

xx. 2/10/2016 CAR SHIFTS OUT OF GEAR, HAS LITTLE POWER,
SERVICE LIGHT COMES ON, WILL NOT START AT TIMES,
TAKEN TO DEALERS FOR RECALL R42 TWICE PARTS NOT
AVAILABLE. NOW THEY ARE SAYING A WHOLE NEW
TRANSMISSION IS NEEDED AT A COST OF OVER 8
THOUSAND DOLLARS. CLUTCH PLATE CRACKED AND FLY
WHEEL DAMAGED. TRYING TO BLAME MY DRIVING, HAD
TO BE TOWED.

yy. 3/4/2016 I GOT 2013 DODGE DART 1.4L TURBO 6 SPEED
MANUAL AND EVERY MORNING WHEN LEAVE FOR WORK
CLUTCH PEDAL GOES TO FLOOR AND HAVE TO PUMP IT
GOOD BIT JUST TO GET IT TO CHANGE GEARS. STARTED
CAR IN REVERSE AND CAR TAKES OFF WHILE ENGINE IS
TURNING OVER. AND ON HIGHWAY IF STAY IN SAME
GEAR FOR LONG PERIODS OF TIME IT WILL NOT COME
OUT GEAR AND BEEN TO DEALERSHIP 2 TIMES FOR THIS
AND THEY SAY NOTHING WRONG

2014 Dodge Dart

- a. 9/12/2014 TL* THE CONTACT OWNS A 2014 DODGE DART. WHILE DRIVING APPROXIMATELY 10 MPH, THE CLUTCH BECAME STUCK IN THE DOWNWARD POSITION AND THE GEAR SHIFTER WAS STUCK IN FIRST GEAR. THE CONTACT HAD TO DEPRESS THE CLUTCH COMPLETELY DOWN TO THE FLOORBOARD TO LOOSEN THE CLUTCH, FOLLOWED BY AGGRESSIVELY PULLING THE GEAR SHIFTER TO GET IT OUT OF FIRST POSITION. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED. THE VIN WAS UNAVAILABLE. THE APPROXIMATE FAILURE MILEAGE WAS 33,000.
- b. 1/29/2015 THE CLUTCH PEDAL WOULD STICK TO THE FLOOR IN COLD WEATHER. WOULD EASILY STALL BECAUSE OF POOR ENGAGEMENT. SOMETIMES THE CAR WOULD BUCK OR STUTTER BECAUSE THE CLUTCH WOULD NOT BE ABLE TO EFFECTIVELY ENGAGE. SOMETIMES THE VEHICLE WOULD STALL ON ENGAGEMENT AND HAVE TO SIT FOR SEVERAL MINUTES BEFORE THE ENGINE WOULD START. AFTER AN ATTEMPTED REPAIR TO THE CLUTCH HYDRAULICS BY CORWIN THE CLUTCH STILL HAS SLOP IN IT AND POOR WORKSMANSHIP WAS FOUND AT ANOTHER DEALER. THE TRANSMISSION IS NOW NOISY AND MAKES LOUD CLUNKING OR WHINING NOISES WHEN THE CLUTCH IS ENGAGED OR DISENGAGED. THE CLUTCH WILL STILL PARTIALLY STICK TO THE FLOOR IN SEVERE COLD AND IS NOT SAFE TO DRIVE. *TR
- c. 4/9/2015 PURCHASED A 2014 DODGE DART USED WITH A 6 SPEED. THIS INCIDENT HAPPENED JUST THREE WEEKS AFTER I PURCHASED IT. I NOTICED IT STARTED TO SLIP AND WHILE DRIVING DOWN THE HIGHWAY I HEARD A NOISE, CAR LOST POWER AND SMOKE STARTED POURING OUT FROM UNDER THE HOOD. I HAD IT TOWED TO THE DEALERSHIP WHERE I WAS INFORMED THAT SOMETHING FAILED IN THE CLUTCH, BLOWING A HOLE THROUGH THE TRANSMISSION. THIS ALL HAPPENED WITHIN A MINUTE OR SO WHILE DRIVING AT HIGHWAY SPEEDS.
- d. 7/27/2015 WHILE DRIVING CLUTCH WILL LOSE COMPRESSION MAKING IT DIFFICULT TO SHIFT WITHOUT GRINDING GEARS. CLUTCH WILL GO ALL THE WAY TO THE FLOOR AND INHIBITED YOU FROM SHIFTING. I HAVE HAD TO SHIFT INTO NEUTRAL TO SLOW DOWN HOPING THE CLUTCH REGAINS COMPRESSION IN ORDER TO SHIFT INTO APPROPRIATE GEAR. THIS ALSO INHIBITS PROPER ACCELERATION WHEN SHIFTING GEARS.
- e. 9/15/2015 THE VEHICLE HAS A MANUAL TRANSMISSION. MY VEHICLE REVS WHEN ATTEMPTING TO SHIFT IT. THE CLUTCH WILL BE COMPLETELY UP AND THE VEHICLE WILL STILL REV AS IF IT IS ENGAGED. AT THIS POINT

1 THERE IS NOTHING THAT CAN BE DONE UNTIL IT STOPS
 2 REVVING. IT ALSO GRINDS AND CLATTERS WHEN
 3 SHIFTING FROM 1ST TO 2ND AND 2ND TO 3RD GEAR. VERY
 4 ROUGH SHIFTING AND SOMETIMES EXPERIENCE A
 5 BURNING SMELL AFTER ITS DRIVEN.

6 56. Also, complaints posted by consumers in forums demonstrate that
 7 the defect is widespread and dangerous and that it manifests without warning.
 8 The complaints also indicate Defendant's awareness of the problems with the
 9 transmission and how potentially dangerous the defective condition is for
 10 consumers. The following are some safety complaints relating to Manual
 11 Transmission Defects (spelling and grammar mistakes remain as found in the
 12 original) (Edmunds.com (May 25, 2016), <http://www.edmunds.com/>).

13 **Edmunds.com**

- 14 a. Posted on 4/2/2016 by teddyluv: I too have thought about a
 15 lawyer, as I had the master cylinder replaced twice since Sept
 16 2014, then in Jan of this year, the clutch went out, I was told
 17 that it was normal wear & tear, had nothing to do with the
 18 master cylinder& therefore cost me 2369.00 to repair. then it
 19 was back in the shop, the turbo went out on it..... had it back
 20 for 6 days when once again, the clutch pedal went to the floor
 21 & stayed there. For the THIRD time in 1 1/2 years my 2013
 22 Dodge dart is Back in the shop to have the master cylinder
 23 replaced . Chrysler just says " I am sorry & refuses to work
 24 with me. Hello: Look at the cars history, I feel that Chrysler
 25 should step up & do the " Right " thing here. They do not seem
 26 to care about their customers, or realize just how much word
 27 of mouth advertising can hurt their business. I can't begin to
 28 tell you how many people I have already told about my issues,
 and they Will not be purchasing a vehicle from Chrysler/
 Dodge because of it. I am amazed that there are so many
 issues with the Dodge dart & Chrysler is getting away scott
 free.
- b. Posted on 4/2/2016 by fireemt45: I have a 2015 Dodge Dart
 with 22000 miles on it. I started having problems with the car
 two weeks ago. The clutch would reengage while driving
 down the road at about 3000 rpms in third and fourth gear.
 That was the first couple days. I went to the dealer right away
 and I had to wait a week to get the car looked at. When I took
 the car to the dealer finally the clutch was doing it in all six
 gears. They looked at it and claim that it is normal wear and
 tear. They are paying for parts. I still dont understand how the
 clutch is out at 22000 miles. I have been driving a Manual
 since I started driving. Has anyone had a similair problem and
 what their dealer did to fix the problem. I see that theres quite
 a few problems with the master cylinder.

1 57. The Transmission Defect poses an unreasonable safety risk for Class
2 Members, as well as the drivers, passengers, and pedestrians sharing the road
3 with Class Vehicles. A vehicle's ability to switch gears when parked or while in
4 motion, and the ability of a vehicle's transmission to perform properly are
5 critical to a vehicle's safe operation. A defect that causes one or more of these
6 negative characteristics poses a safety hazard to the general public, and increases
7 the risk of automobile accidents.

8 **FCA Has Exclusive Knowledge of the Transmission Defect**

9 58. FCA had superior and exclusive knowledge of the transmission
10 defect, and knew or should have known that the defect was not known or
11 reasonably discoverable by Plaintiffs and Class Members before they purchased
12 or leased the Class Vehicles.

13 59. Plaintiffs are informed and believe and based thereon allege that
14 before Plaintiffs purchased their Class Vehicle, and since at least early 2012,
15 FCA knew about the Transmission Defect through sources not available to
16 consumers, including pre-release testing data, early consumer complaints about
17 the transmission defects to Chrysler and its dealers, testing conducted in
18 response to those complaints, high failure rates and replacement part sales data,
19 aggregate data from Chrysler dealers, among other internal sources of aggregate
20 information about the problem.

21 60. Before the Class Vehicles were available for sale, FCA
22 acknowledged in its own press releases the extensive pre-release testing and
23 analysis it conducted before bringing the Manual Transmission to the market.
24 For example, on April 28, 2012, Chrysler posted a media release, where Bob
25 Lee, Vice President, Engine and Electrified Propulsion Engineering – Chrysler
26 Group LLC, stated, "The three new engines and transmissions available in the
27 new Dodge Dart have been designed and tested to meet consumer's needs for
28

1 fuel economy, refinement, durability and power in a compact car.” Additionally,
2 each transmission was said to have undergone “extensive testing and evaluation
3 to ensure that customer expectations in the area of refined shifting characteristics
4 . . . are met.”

5 61. FCA was also aware of the Transmission Defect through its
6 experience with the same Manual Transmission used in 2011-2012 Dodge
7 Journey vehicles, and the numerous complaints it received, both from consumers
8 and from automotive journalists, who roundly criticized the performance of the
9 Manual Transmission.

10 62. In fact, on January 20, 2012, FCA issued Service Bulletin “06-001-
11 12” for the 2011-2012 model year Dodge Journey vehicles equipped with the
12 very same manual transmissions and suffering from similar if not identical
13 defects as alleged herein. Specifically, the Service Bulletin stated that the clutch
14 pedal was inoperative in some vehicles. The Dodge Dart and Dodge Journey
15 utilize the same Manual Transmission.

16 63. Further, in or around November 2012, FCA issued service bulletin
17 10051770-2112 informing dealers that certain 2013 Dodge Dart vehicles were
18 equipped with defective clutch slave cylinders and could cause a hydraulic fluid
19 leak, which leads to a pressure loss in the clutch system and failure of the clutch
20 pedal. FCA instructed its dealers to replace the clutch slave cylinder in the
21 affected vehicles.

22 64. Then, on or around August 15, 2014, FCA released STAR case
23 number S1406000001 to its dealers addressing an issue in Dodge Dart vehicles
24 equipped with the Manual Transmission where the “Clutch Pedal Does Not
25 Return (Remains on the Floor) After Depressing the Pedal.” FCA instructed its
26 dealers to inspect the clutch pedal and replace the clutch master cylinder and
27 reservoir hose, if necessary.
28

1 65. Additionally, in or around January 2016, FCA extended the clutch
2 master cylinder and reservoir hose warranty period due to 2013-2015 Dodge
3 Dart vehicles exhibiting a “loss of clutch pedal operation including limited pedal
4 travel and limited clutch disengagement.” FCA also provided reimbursement for
5 Dodge Dart owners who experienced the clutch issues mentioned and previously
6 paid for clutch master cylinder repairs. On information and belief, the campaign
7 neither fixed the Transmission Defect nor actually reimbursed all owners
8 affected by the Transmission Defect for repairs performed on the clutch master
9 cylinder and reservoir hose.

10 66. The existence of the Transmission Defect is a material fact that a
11 reasonable consumer would consider when deciding whether to purchase or lease
12 a vehicle that was equipped with a manual transmission. Had Plaintiffs and
13 other Class Members known that the Class Vehicles were equipped with
14 defective transmissions, they would not have purchased or leased the Class
15 Vehicles equipped with the Manual Transmissions or would have paid less for
16 them.

17 67. Reasonable consumers, like Plaintiffs, reasonably expect that a
18 vehicle’s transmission is safe, will function in a manner that will not pose a
19 safety hazard, and is free from defects. Plaintiffs and Class Members further
20 reasonably expect that FCA will not sell or lease vehicles with known safety
21 defects, such as the Transmission Defect, and will disclose any such defects to its
22 consumers when it learns of them. They did not expect Chrysler to fail to
23 disclose the Transmission Defect to them and to continually deny the defect.

24 **FCA Has Actively Concealed the Transmission Defect**

25 68. While FCA has been fully aware of the Transmission Defect in the
26 Class Vehicles, it actively concealed the existence and nature of the defect from
27 Plaintiffs and Class Members at the time of purchase, lease or repair and
28

1 thereafter. Specifically, FCA failed to disclose or actively concealed at and after
2 the time of purchase, lease, or repair:

- 3 (a) any and all known material defects or material nonconformity
4 of the Class Vehicles, including the defects relating to the
5 Manual Transmission;
- 6 (b) that the Class Vehicles, including their Manual Transmission,
7 were not in good in working order, were defective, and were
8 not fit for their intended purposes; and
- 9 (c) that the Class Vehicles and their Manual Transmission were
10 defective, despite the fact that FCA learned of such defects
11 through alarming failure rates, customer complaints, as well
12 as through other internal sources, as early as 2012.

13 69. As a result of the Transmission Defect, FCA was inundated with
14 complaints regarding the Manual Transmission.

15 70. When consumers present the Class Vehicles to an authorized FCA
16 dealer for repair of the transmission, rather than repair the problem under
17 warranty, FCA dealers either inform consumers that their vehicles are
18 functioning properly, or conduct repairs that merely mask the defect. In fact,
19 even when presented with video evidence of the Transmission Defect herein
20 alleged, FCA authorized repair facilities, which act as FCA's repair agents,
21 inform Class Members that the defect is known.

22 71. To this day, FCA has still not modified or redesigned any of the
23 defective components that continue to cause the Transmission Defect.

24 72. On information and belief, FCA has caused Plaintiffs and Class
25 Members to expend money at its dealerships to diagnose, repair or replace the
26 Class Vehicles' clutch master cylinder and reservoir hose, clutch slave cylinder
27 and release bearing, clutch disc and pressure plate, and flywheel, despite FCA's
28

1 knowledge of the Transmission Defect.

2 CLASS ACTION ALLEGATIONS

3 73. Plaintiffs bring this lawsuit as a class action on behalf of themselves
4 and all others similarly situated as members of the proposed Class pursuant to
5 Federal Rules of Civil Procedure 23(a) and 23(b)(3). This action satisfies the
6 numerosity, commonality, typicality, adequacy, predominance, and superiority
7 requirements of those provisions.

8 74. The Class and Sub-Class are defined as:

9 **Nationwide Class:** All individuals in the United States
10 who purchased or leased any Dodge Dart vehicle
equipped with a Manual Transmission (the “Nationwide
Class” or “Class”).

11 **California Sub-Class:** All members of the Nationwide
12 Class who reside in the State of California.

13 **CLRA Sub-Class:** All members of the California Sub-
14 Class who are “consumers” within the meaning of
California Civil Code § 1761(d).

15 **Implied Warranty Sub-Class:** All members of the
16 Nationwide Class who purchased or leased their
vehicles in the State of California.

17
18 75. Excluded from the Class and Sub-Classes are: (1) Defendant, any
19 entity or division in which Defendant has a controlling interest, and their legal
20 representatives, officers, directors, assigns, and successors; (2) the Judge to
21 whom this case is assigned and the Judge’s staff; and (3) those persons who have
22 suffered personal injuries as a result of the facts alleged herein. Plaintiffs reserve
23 the right to amend the Class and Sub-Class definitions if discovery and further
24 investigation reveal that the Class and Sub-Class should be expanded or
25 otherwise modified.

26 76. **Numerosity:** Although the exact number of Class Members is
27 uncertain and can only be ascertained through appropriate discovery, the number
28

1 is great enough such that joinder is impracticable. The disposition of the claims
 2 of these Class Members in a single action will provide substantial benefits to all
 3 parties and to the Court. The Class Members are readily identifiable from
 4 information and records in Defendant's possession, custody, or control, as well
 5 as from records kept by the Department of Motor Vehicles.

6 77. Typicality: Plaintiffs' claims are typical of the claims of the Class
 7 in that Plaintiffs, like all Class Members, purchased or leased a Class Vehicle
 8 designed, manufactured, and distributed by FCA, and equipped with a Manual
 9 Transmission. The representative Plaintiffs, like all Class Members, have been
 10 damaged by Defendant's misconduct in that they have incurred or will incur the
 11 cost of repairing or replacing the defective transmission. Furthermore, the
 12 factual bases of FCA's misconduct are common to all Class Members and
 13 represent a common thread resulting in injury to all Class Members.

14 78. Commonality: There are numerous questions of law and fact
 15 common to Plaintiffs and the Class that predominate over any question affecting
 16 only individual Class Members. These common legal and factual issues include
 17 the following:

- 18 (a) Whether Class Vehicles suffer from defects relating to the
 19 Manual Transmission;
- 20 (b) Whether the defects relating to the Manual Transmission
 21 constitute an unreasonable safety risk;
- 22 (c) Whether Defendant knows about the defects relating to the
 23 Manual Transmission and, if so, how long Defendant has
 24 known of the defect;
- 25 (d) Whether the defective nature of the Manual Transmission
 26 constitutes a material fact;
- 27 (e) Whether Defendant has a duty to disclose the defective nature
 28

- 1 of the Manual Transmission to Plaintiffs and Class Members;
- 2 (f) Whether Plaintiffs and the other Class Members are entitled
- 3 to equitable relief, including but not limited to a preliminary
- 4 and/or permanent injunction;
- 5 (g) Whether Defendant knew or reasonably should have known of
- 6 the defects relating to the Manual Transmission before it sold
- 7 and leased Class Vehicles to Class Members;
- 8 (h) Whether Defendant should be declared financially responsible
- 9 for notifying all Class Members of the problems with the
- 10 Class Vehicles and for the costs and expenses of repairing and
- 11 replacing the defective Manual Transmission;
- 12 (i) Whether Defendant is obligated to inform Class Members of
- 13 their right to seek reimbursement for having paid to diagnose,
- 14 repair, or replace their defective Manual Transmission or
- 15 clutch components;
- 16 (j) Whether Defendant breached the implied warranty of
- 17 merchantability pursuant to the Magnuson-Moss Act; and
- 18 (k) Whether Defendant breached the implied warranty of
- 19 merchantability pursuant to the Song-Beverly Act;

20 79. Adequate Representation: Plaintiffs will fairly and adequately

21 protect the interests of the Class Members. Plaintiffs have retained attorneys

22 experienced in the prosecution of class actions, including consumer and product

23 defect class actions, and Plaintiffs intend to prosecute this action vigorously.

24 80. Predominance and Superiority: Plaintiffs and Class Members have

25 all suffered and will continue to suffer harm and damages as a result of

26 Defendant's unlawful and wrongful conduct. A class action is superior to other

27 available methods for the fair and efficient adjudication of the controversy.

28

Absent a class action, most Class Members would likely find the cost of litigating their claims prohibitively high and would therefore have no effective remedy at law. Because of the relatively small size of the individual Class Members' claims, it is likely that only a few Class Members could afford to seek legal redress for Defendant's misconduct. Absent a class action, Class Members will continue to incur damages, and Defendant's misconduct will continue without remedy. Class treatment of common questions of law and fact would also be a superior method to multiple individual actions or piecemeal litigation in that class treatment will conserve the resources of the courts and the litigants, and will promote consistency and efficiency of adjudication.

FIRST CAUSE OF ACTION

(Violation of California's Consumers Legal Remedies Act, California Civil Code § 1750, *et seq.*)

81. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

82. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the members of the CLRA Sub-Class.

83. Defendant is a "person" as defined by California Civil Code § 1761(c).

84. Plaintiffs and CLRA Sub-class Members are "consumers" within the meaning of California Civil Code § 1761(d) because they purchased their Class Vehicles primarily for personal, family, or household use.

85. By failing to disclose and concealing the defective nature of the transmissions from Plaintiffs and prospective Class Members, Defendant violated California Civil Code § 1770(a), as it represented that the Class Vehicles and their transmissions had characteristics and benefits that they do not have, and represented that the Class Vehicles and their transmissions were of a

1 particular standard, quality, or grade when they were of another. *See* Cal. Civ.
2 Code §§ 1770(a)(5) & (7).

3 86. Defendant's unfair and deceptive acts or practices occurred
4 repeatedly in Defendant's trade or business, were capable of deceiving a
5 substantial portion of the purchasing public, and imposed a serious safety risk on
6 the public.

7 87. Defendant knew that the Class Vehicles and their transmissions
8 suffered from an inherent defect, were defectively designed, and were not
9 suitable for their intended use.

10 88. As a result of their reliance on Defendant's omissions, owners
11 and/or lessees of the Class Vehicles suffered an ascertainable loss of money,
12 property, and/or value of their Class Vehicles. Additionally, as a result of the
13 Transmission Defect, Plaintiffs and Class Members were harmed and suffered
14 actual damages in that the Class Vehicles' clutch components are substantially
15 certain to fail before their expected useful life has run.

16 89. Defendant was under a duty to Plaintiffs and Class Members to
17 disclose the defective nature of the transmissions and/or the associated repair
18 costs because:

- 19 (a) Defendant was in a superior position to know the true state of
20 facts about the safety defect in the Class Vehicles'
21 transmissions;
- 22 (b) Plaintiffs and Class Members could not reasonably have been
23 expected to learn or discover that their transmissions had a
24 dangerous safety defect until it manifested; and
- 25 (c) Defendant knew that Plaintiffs and Class Members could not
26 reasonably have been expected to learn of or discover the
27 safety defect.
28

1 90. In failing to disclose the defective nature of the transmissions,
2 Defendant knowingly and intentionally concealed material facts and breached its
3 duty not to do so.

4 91. The facts Defendant concealed from or failed to disclose to
5 Plaintiffs and Class Members are material in that a reasonable consumer would
6 have considered them to be important in deciding whether to purchase or lease
7 the Class Vehicles or pay less. Had Plaintiffs and Class Members known that the
8 Class Vehicles' transmissions were defective, they would not have purchased or
9 leased the Class Vehicles or would have paid less for them.

10 92. Plaintiffs and Class Members are reasonable consumers who do not
11 expect the transmissions installed in their vehicles to exhibit problems such as
12 the clutch pedals "going soft" and remaining depressed to the floor,
13 transmissions failing to engage or disengage, gear shifts burning out, the clutches
14 and transmissions burning out, stalling, and failure to accelerate or decelerate.
15 This is the reasonable and objective consumer expectation relating to vehicle
16 transmissions.

17 93. As a result of Defendant's conduct, Plaintiffs and Class Members
18 were harmed and suffered actual damages in that, on information and belief, the
19 Class Vehicles experienced and will continue to experience problems such as the
20 clutch pedals "going soft" and remaining depressed to the floor, transmissions
21 failing to engage or disengage, gear shifts burning out, the clutches and
22 transmissions burning out, stalling, and failure to accelerate or decelerate.

23 94. As a direct and proximate result of Defendant's unfair or deceptive
24 acts or practices, Plaintiffs and Class Members suffered and will continue to
25 suffer actual damages.

26 95. Plaintiffs and the Class are entitled to equitable relief.

27 96. Plaintiffs provided Defendant with notice of its violations of the
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1 CLRA pursuant to California Civil Code § 1782(a). Defendant failed to provide
2 appropriate relief for their violations of the CLRA within 30 days. Therefore,
3 Plaintiffs seek monetary, compensatory, and punitive damages, in addition to
4 injunctive and equitable relief.

5 **SECOND CAUSE OF ACTION**

6 **(Violation of California Business & Professions Code § 17200, *et seq.*)**

7 97. Plaintiffs incorporate by reference the allegations contained in the
8 preceding paragraphs of this Complaint.

9 98. Plaintiffs bring this cause of action on behalf of themselves and on
10 behalf of the California Sub-Class.

11 99. As a result of their reliance on Defendant's omissions, owners
12 and/or lessees of the Class Vehicles suffered an ascertainable loss of money,
13 property, and/or value of their Class Vehicles. Additionally, as a result of the
14 Transmission Defect, Plaintiffs and Class Members were harmed and suffered
15 actual damages in that the Class Vehicles' clutch components are substantially
16 certain to fail before their expected useful life has run.

17 100. California Business & Professions Code § 17200 prohibits acts of
18 "unfair competition," including any "unlawful, unfair or fraudulent business act
19 or practice" and "unfair, deceptive, untrue or misleading advertising."

20 101. Plaintiffs and Class Members are reasonable consumers who do not
21 expect their transmissions to exhibit problems such as the clutch pedals "going
22 soft" and remaining depressed to the floor, transmissions failing to engage or
23 disengage, gear shifts burning out, the clutches and transmissions burning out,
24 stalling, and failure to accelerate or decelerate.

25 102. Defendant knew the Class Vehicles and their transmissions suffered
26 from inherent defects, were defectively designed or manufactured, would fail
27 prematurely, and were not suitable for their intended use.

28

1 103. In failing to disclose the defects with the transmission, Defendant
2 has knowingly and intentionally concealed material facts and breached its duty
3 not to do so.

4 104. Defendant was under a duty to Plaintiffs and Class Members to
5 disclose the defective nature of the Class Vehicles and their transmissions:

- 6 (a) Defendant was in a superior position to know the true state of
7 facts about the safety defect in the Class Vehicles’
8 transmissions;
- 9 (b) Defendant made partial disclosures about the quality of the
10 Class Vehicles without revealing the defective nature of the
11 Class Vehicles and their transmissions; and
- 12 (c) Defendant actively concealed the defective nature of the Class
13 Vehicles and their transmissions from Plaintiffs and the Class.

14 105. The facts Defendant concealed from or not disclosed to Plaintiffs
15 and Class Members are material in that a reasonable person would have
16 considered them to be important in deciding whether to purchase or lease Class
17 Vehicles. Had Plaintiffs and other Class Members known that the Class
18 Vehicles’ transmissions were defective and posed a safety hazard, then Plaintiffs
19 and the other Class Members would not have purchased or leased Class Vehicles
20 equipped with transmissions, or would have paid less for them.

21 106. Defendant continued to conceal the defective nature of the Class
22 Vehicles and their transmissions even after Class Members began to report
23 problems. Indeed, Defendant continues to cover up and conceal the true nature
24 of the problem.

25 107. Defendant’s conduct was and is likely to deceive consumers.

26 108. Defendant’s acts, conduct and practices were unlawful, in that they
27 constituted:
28

- (a) Violations of California's Consumers Legal Remedies Act;
- (b) Violations of the Song-Beverly Consumer Warranty Act;
- (c) Violations of the Magnuson-Moss Warranty Act.

109. By its conduct, Defendant has engaged in unfair competition and unlawful, unfair, and fraudulent business practices.

110. Defendant's unfair or deceptive acts or practices occurred repeatedly in Defendant's trade or business, and were capable of deceiving a substantial portion of the purchasing public.

111. As a direct and proximate result of Defendant's unfair and deceptive practices, Plaintiffs and the Class have suffered and will continue to suffer actual damages.

112. Defendant has been unjustly enriched and should be required to make restitution to Plaintiffs and the Class pursuant to §§ 17203 and 17204 of the Business & Professions Code.

THIRD CAUSE OF ACTION

(Breach of Implied Warranty Pursuant to Song-Beverly Consumer Warranty Act, California Civil Code §§ 1792 and 1791.1, *et seq.*)

113. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

114. Plaintiffs bring this cause of action against Defendant on behalf of themselves and on behalf of the members of the Implied Warranty Sub-Class.

115. Defendant was at all relevant times the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles. Defendant knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased.

116. Defendant provided Plaintiffs and Class Members with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold.

1 However, the Class Vehicles are not fit for their ordinary purpose of providing
2 reasonably reliable and safe transportation because, inter alia, the Class Vehicles
3 and their transmissions suffered from an inherent defect at the time of sale and
4 thereafter are not fit for their particular purpose of providing safe and reliable
5 transportation.

6 117. Defendant impliedly warranted that the Class Vehicles were of
7 merchantable quality and fit for such use. This implied warranty included,
8 among other things: (i) a warranty that the Class Vehicles and their
9 transmissions were manufactured, supplied, distributed, and/or sold by FCA
10 were safe and reliable for providing transportation; and (ii) a warranty that the
11 Class Vehicles and their transmissions would be fit for their intended use while
12 the Class Vehicles were being operated.

13 118. Contrary to the applicable implied warranties, the Class Vehicles
14 and their transmissions at the time of sale and thereafter were not fit for their
15 ordinary and intended purpose of providing Plaintiffs and Class Members with
16 reliable, durable, and safe transportation. Instead, the Class Vehicles are
17 defective, including but not limited to the defective design and manufacture of
18 their transmissions.

19 119. The alleged Transmission Defect is inherent in each Class Vehicle
20 and was present in each Class Vehicle at the time of sale.

21 120. As a result of Defendant's breach of the applicable implied
22 warranties, owners and/or lessees of the Class Vehicles suffered an ascertainable
23 loss of money, property, and/or value of their Class Vehicles. Additionally, as a
24 result of the Transmission Defect, Plaintiffs and Class Members were harmed
25 and suffered actual damages in that the Class Vehicles' clutch components are
26 substantially certain to fail before their expected useful life has run.

27 121. Defendant's actions, as complained of herein, breached the implied
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1 warranty that the Class Vehicles were of merchantable quality and fit for such
2 use in violation of California Civil Code §§ 1792 and 1791.1.

3 **FOURTH CAUSE OF ACTION**

4 **(Breach of Implied Warranty under the Magnuson-Moss Warranty Act,**
5 **15 U.S.C. § 2303 *et seq.*)**

6 122. Plaintiffs incorporate by reference the allegations contained in the
7 preceding paragraphs of this Complaint.

8 123. Plaintiffs bring this cause of action on behalf of themselves and on
9 behalf of the Nationwide Class, or, in the alternative, on behalf of the California
10 Sub-Class, against Defendant.

11 124. The Class Vehicles are a “consumer product” within the meaning of
12 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

13 125. Plaintiffs and Class Members are “consumers” within the meaning
14 of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

15 126. Defendant is a “supplier” and “warrantor” within the meaning of the
16 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

17 127. FCA impliedly warranted that the Class Vehicles were of
18 merchantable quality and fit for such use. This implied warranty included,
19 among other things: (i) a warranty that the Class Vehicles and their
20 transmissions were manufactured, supplied, distributed, and/or sold by FCA
21 were safe and reliable for providing transportation; and (ii) a warranty that the
22 Class Vehicles and their transmissions would be fit for their intended use while
23 the Class Vehicles were being operated.

24 128. Contrary to the applicable implied warranties, the Class Vehicles
25 and their transmissions at the time of sale and thereafter were not fit for their
26 ordinary and intended purpose of providing Plaintiffs and Class Members with
27 reliable, durable, and safe transportation. Instead, the Class Vehicles are
28

1 defective, including but not limited to the defective design of their transmissions.

2 129. Defendant's breach of implied warranties has deprived Plaintiffs
3 and Class Members of the benefit of their bargain.

4 130. The amount in controversy of Plaintiffs' individual claims meets or
5 exceeds the sum or value of \$25,000. In addition, the amount in controversy
6 meets or exceeds the sum or value of \$50,000 (exclusive of interests and costs)
7 computed on the basis of all claims to be determined in this suit.

8 131. Defendant has been afforded a reasonable opportunity to cure its
9 breach, including when Plaintiffs and Class Members brought their vehicles in
10 for diagnoses and repair of the transmission.

11 132. As a direct and proximate cause of Defendant's breach of implied
12 warranties, Plaintiffs and Class Members sustained damages and other losses in
13 an amount to be determined at trial. Defendant's conduct damaged Plaintiffs and
14 Class Members, who are entitled to recover actual damages, consequential
15 damages, specific performance, diminution in value, costs, attorneys' fees,
16 and/or other relief as appropriate.

17 133. As a result of Defendant's violations of the Magnuson-Moss
18 Warranty Act as alleged herein Plaintiffs and Class Members have incurred
19 damages.

20 **FIFTH CAUSE OF ACTION**

21 **(For Unjust Enrichment)**

22 134. Plaintiffs incorporate by reference the allegations contained in the
23 preceding paragraphs of this Complaint.

24 135. Plaintiffs bring this cause of action on behalf of themselves and on
25 behalf of the Class Members against Defendant.

26 136. As a direct and proximate result of Defendant's failure to disclose
27 known defects, Defendant has profited through the sale and lease of said
28

1 vehicles. Although these vehicles are purchased through Defendant's agents, the
2 money from the vehicle sales flows directly back to Defendant.

3 137. Additionally, as a direct and proximate result of Defendant's failure
4 to disclose known defects in the Class Vehicles, Plaintiffs and Class Members
5 have vehicles that require repeated, high-cost repairs that can and therefore have
6 conferred an unjust substantial benefit upon Defendant.

7 138. Defendant has therefore been unjustly enriched due to the known
8 defects in the Class Vehicles through the use of funds that earned interest or
9 otherwise added to Defendant's profits when said money should have remained
10 with Plaintiffs and Class Members.

11 139. As a result of the Defendant's unjust enrichment, Plaintiffs and
12 Class Members have suffered damages.

13 **RELIEF REQUESTED**

14 140. Plaintiffs, on behalf of themselves, and all others similarly situated,
15 request the Court to enter judgment against Defendant, as follows:

- 16 (a) An order certifying the proposed Class and Sub-Classes,
17 designating Plaintiffs as named representative of the Class,
18 and designating the undersigned as Class Counsel;
- 19 (a) A declaration that Defendant is financially responsible for
20 notifying all Class Members about the defective nature of the
21 Manual Transmission, including the need for periodic
22 maintenance;
- 23 (b) An order enjoining Defendant from further deceptive
24 distribution, sales, and lease practices with respect to Class
25 Vehicles; compelling Defendant to issue a recall for the Class
26 Vehicles pursuant to the applicable NHTSA guidelines;
27 compelling Defendant to remove, repair, and/or replace the
28

1 Class Vehicles' defective transmission components with
2 suitable alternative product(s) that do not contain the defects
3 alleged herein; enjoining Defendant from selling the Class
4 Vehicles with the misleading information; and/or compelling
5 Defendant to reform its warranty, in a manner deemed to be
6 appropriate by the Court, to cover the injury alleged and to
7 notify all Class Members that such warranty has been
8 reformed;

9 (c) A declaration requiring Defendant to comply with the various
10 provisions of the Song-Beverly Act alleged herein and to
11 make all the required disclosures;

12 (d) An award to Plaintiffs and the Class for compensatory,
13 exemplary, and statutory damages, including interest, in an
14 amount to be proven at trial;

15 (e) Any and all remedies provided pursuant to the Song-Beverly
16 Act, including California Civil Code section 1794;

17 (f) Any and all remedies provided pursuant to the Magnuson-
18 Moss Warranty Act;

19 (g) A declaration that Defendant must disgorge, for the benefit of
20 the Class, all or part of the ill-gotten profits it received from
21 the sale or lease of its Class Vehicles, or make full restitution
22 to Plaintiffs and Class Members;

23 (h) An award of attorneys' fees and costs, as allowed by law;

24 (i) An award of attorneys' fees and costs pursuant to California
25 Code of Civil Procedure § 1021.5;

26 (j) An award of pre-judgment and post-judgment interest, as
27 provided by law;
28

(k) Leave to amend the Complaint to conform to the evidence produced at trial; and

(l) Such other relief as may be appropriate under the circumstances.

DEMAND FOR JURY TRIAL

141. Pursuant to Federal Rule of Civil Procedure 38(b) and Southern District of California Local Rule 38.1, Plaintiffs demand a trial by jury of any and all issues in this action so triable.

Dated: June 24, 2016

Respectfully submitted,

Capstone Law APC

By: /s/ Jordan L. Lurie

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